

EXHIBIT J

15 CVD 4/20

**LEAD DOCUMENT FOR
SCANNING**

AUDIT TRAIL

[illegible]

EXHIBIT

6

POUNDS EX 0032

STATE OF NORTH CAROLINA

File No.

15cvd4120

Abstract No.

J001

Judgment Docket Book & Page No.

DURHAM

County

In The General Court Of Justice
☒ District ☐ Superior Court Division

Name Of Plaintiff(s)

PORTFOLIO RECOVERY

VERSUS

Name Of Defendant(s)

IRIS POUNDS

T
O
Name And AddressPORTFOLIO RECOVERY
c/o SESSOMS & ROGERS, P.A.
DURHAM, N.C. 27709☐ Attorney Of Record For Party☒ Party In whose Favor Judgment RenderedNOTICE
PAYMENT ON JUDGMENT☒ JUDGMENT PAID IN FULL☐ PARTIAL PAYMENT

G.S. 1-239(a), (b)

The amount shown below has been paid to the undersigned Clerk of Superior Court and credited against the above judgment. According to our records, the judgment is paid ☒ IN FULL. ☐ in part.

Date Of Payment

08/11/2016

Amount Of Payment

\$ 1,354.28

IMPORTANT NOTICE

If this notice states that this judgment is paid IN FULL and you dispute that determination, you must, within ten (10) days of the date of this Notice, notify this office of your dispute. If you do not do so, the judgment docket will be marked "PAID AND SATISFIED IN FULL".

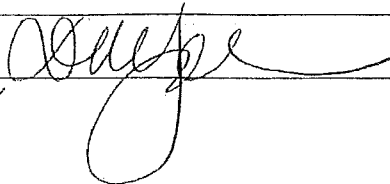
CERTIFICATE OF SERVICE

I certify that on this date I gave the above notice to the attorney for the party in whose favor the above judgment was rendered or, if there is no attorney of record, to the party ☐ in person. ☒ by depositing the same in the United States mail in an envelope bearing proper postage and addressed as is shown above.

Date

08/12/2016

Signature

☒

Deputy CSC

☐

Assistant CSC

☐

Clerk Of Superior Court

26115-1354.28

CK 418588

DATE 8-16-16

AOC-CV-410, Rev. 9/03

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POUNDS EX 0033

STATE OF NORTH CAROLINA

Durham County

Case No.

15CVD4120

A002 708639

Payee Name (First, Middle, Last)

Buttalia Browne

Street 610 Slossom Rd, Raleigh, NC

PO Box 10564

City Durham

State

NC

Zip

27709

Phone No.

(919) 688-1000

Contact Name

PAYMENT AUTHORIZATION

Case Name

Buttalia Browne
vs.

Jim Pounds

Remarks

☒ Judgment

☐ Condemnation

☐ Cash Bond

☐ Trust

AVBUI DATA ENTRY

Date

Initials

☐ Previously Added

Date

Authorization Signature

08/11/16

[Signature]

☒ Deputy CSC

☐ Assistant CSC

☐ Clerk Of Superior Court

PAYMENT/DISTRIBUTION SECTION

☒ Regular (AMU/H)

☐ Manual (AMU/M)

Amount

1354.28

Interest

0

Payment Date

Payment #

A002 708639

Payment Amount

1354.28

Check Date (Manual Check Only)

Check # (Manual Check Only)

1099 ☐ Yes

If yes, 1099 Code

no code

☐ No

Check Stub Code

Comment

GENERAL LEDGER DISTRIBUTION

Fund	Acct.	Description	Case #	ID	Subledger	Amounts
10	1	Investment (to invest funds)				
10	26110	Judgment				
10	26120	Judgment Other				
10	26130	Condemnation Awards				
10	26210	Cash Bond				
10	26310	Trust				
10	26390	Trust (withdrawal)				
10	26600	Deposits Payable				
10	29100	Refund Of Fees				
10		<u>2615</u> <u>pay off judgment</u>	<u>NO H</u>			
10			<u>RO 60273</u>			

Date

Batch ID

Initials

NOTE: Unshaded portion of form to be completed by other than bookkeeper. Shaded portion of form to be completed by bookkeeper only.

Case File Copy
For Estates, Special Proceedings and Trust only)

POUNDS EX 0034

CLERK of SUPERIOR COURT DURHAM CO.
CIVIL RECEIPTING

ABSTRACT NUMBER: J001

R080273

08/11/16 16:49:19

Payor Name:

Portfolio Recovery
(Party to Case)

PAYOR: PORTFOLIO RECOVERY

PAYEE: PD BYCDSO

CASE#: 15CV0004120 VCAP: Y

CITAH:

FILE NUMBER

Payee Name:

DCSO cl 18722
(Pd by: attorney, interested party, etc.)

26115 JUDGMENTS CIVIL 1,354.28

TOTAL PAID 1,354.28

Flag for VCAP = YES

FILING FEES: (original/counterclaim/cross-claim)

- ☐ CVSC Superior \$200.00
☐ CVDC District \$150.00
 \$ 96.00

DURHAM COUNTY CLERK OF COURT

ABSTRACT NUMBER: J001

R080273

08/11/16 16:49:19

PAYOR: PORTFOLIO RECOVERY

PAYEE: PD BYCDSO

CASE#: 15CV0004120 VCAP: Y

CITAH:

26115 JUDGMENTS CIVIL 1,354.28

TOTAL PAID 1,354.28

CO TENDERED 1,354.28

CHANGE .00

5515 ID C31DTD

Flag for VCAP = NO

FILING FEES:

- ☐ CDDC Divorce/Disp. Home \$ 225.00
☐ CVDC Domestic \$ 150.00
☐ CVAC District Court Appeal from Magistrate \$ 146.00

SERVICE FEES:

- ☐ WRIT OF EXECUTION 21400 \$
☐ WRIT OF POSSESSION 21400 \$
☐ SHERIFF 22515 \$

- ☐ BOND RENT 26220 \$

JUDGMENT PAYMENT:
JUDGMENT IN DOCKET BOOK.

- | | Book | Page |
|--|-------|------|
| <input type="checkbox"/> FULL | | |
| <input type="checkbox"/> PARTIAL | | |
| <input type="checkbox"/> JUDGMENT | 26110 | \$ |
| <input type="checkbox"/> BOND FORFEITURE (PRIOR TO JUDGMENT) | 22800 | \$ |

- ☐ TRANSCRIPT FEE 21400 \$
 Transcript # _____
 County _____

- ☐ SUPPL PROCEEDING 21400 \$
☐ MOTION FEE 21450 \$

MISCELLANEOUS FEES:

- ☐ MISC FILING FEE 21400 \$
☐ COPY 21410 \$
☐ CIVIL BONDS 26210 \$
☐ CONDEMNATION 28130 \$
☐ TRUST (Minor's portion) 26310 \$
☐ ARBITRATION FEES 24311 \$
☐ (CVD - BEFORE JUDGMENT)
☐ VSA, REGISTRATION, PASSPORTS, ETC 21400 \$
☐ LIS PENDENS 21400 \$
☐ UPSET BID 26700 \$

POUNDS EX 0035

REVIEWED BY:

DATE: 08/11/16

TOTAL: 1354.28

STATE OF NORTH CAROLINA PAID JUN 15 2016

File No.
15 CvD 4120

Abstract No.
J001

Durham County

Judgment Book & Page No. In Original County

In The General Court Of Justice

Name And Address Of Plaintiff

PORTFOLIO RECOVERY ASSOCIATES, LLC
c/o Sessoms & Rogers, P.A.
P.O. Box 110564
Durham, North Carolina 27709

428395 WRIT OF EXECUTION

VERSUS

G.S. 1-313(1); 1C, Art. 16

Name And Address Of Defendant 1

IRIS POUNDS
109 Red Bird Drive
Durham, NC 27704
SSN ***-**-4404 Home Phone: (919)201-8694

Name And Address Of Defendant 2

428395



201613131

To The Sheriff Of Durham County:

Judgment in favor of the plaintiff was rendered in this case against the defendant. By terms of that judgment the following sums are now due:

Principal Due As Of Today.....	\$ 1089.28
Plus Dollar Amount Of Interest Due As Of Today.....	\$ 0.00
Plus Court Cost Due As Of Today.....	\$ 265.00
Plus Other.....	\$ 0.00
Total Due As Of Today.....	\$ 1354.28

Plus, interest on the principal at the rate set out below shall be due from the date shown below, and a sheriff's commission shall be collected on sales of property or funds collected of 5% on the first \$500 and 2-1/2% on all sums over \$500.

(NOTE: Interest is due on all bond forfeiture judgments for appearance bonds signed on or after 10/1/99.)

Date From Which Interest Due	Date Of Judgment October 12, 2015	County To Which Issued Durham	File No. 15 CvD 4120
Rate Of Interest 0.0000	<input type="checkbox"/> Contract Rate <input type="checkbox"/> Legal Rate	Daily Interest Rate \$0.00	Judgment Docket Book & Page No.
			Transcript No.
			Date And Time Of Docketing 10/12/2015 at 3:09 pm

You are commanded to satisfy the judgment:

- ☒ out of the personal property of the defendant, and if sufficient personal property cannot be found, then out of the real property belonging to the defendant on the day the judgment was docketed in your county as shown above or any time after that date.
- ☐ except as to property of the defendant set off as exempt (a list of which is attached) out of the personal property of the defendant within your county and if sufficient personal property cannot be found, then out of the real property belonging to the defendant on the day the judgment was docketed in your county as shown above or any time after that date.

Additional Order For Satisfying Judgment

The defendant was served with a Notice of Right to Have Exemptions Designated more than 20 days prior to this date, and no response thereto has been filed. The defendant has therefore waived any right to claim statutory exemptions, pursuant to the provisions of G.S. § 1C-1603(e)(2).

County In Which Order To Be Served
Durham County

Date Issued

JUN 14 2016

Name And Address Of Creditor's Attorney

Mitchell A. Meyers (919) 688-1000
Box 110564
Durham, North Carolina 27709
Attn: Rhonda G. Roy - (919) 688-1000

Signature

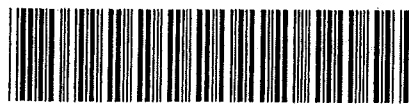
Lisa P. Strickland

Deputy CSC

☐ Deputy CSC

☐ Assistant CSC

☐ Clerk Of Superior Court



RETURN OF EXECUTION

This Writ Of Execution was served as follows:

☒ by collecting the amount owed.

☐ by levying on and selling the property of the defendant described below and returning to the court the balance shown below.

Date Of Levy	Description Of Property Levied On And Sold
7/28/16	Received \$250 advance.
8/2/16	Seized the defendants 2011 Nissan Versa.
	VIN #3N1BC1CP7BL394071
	Vehicle released same today. Debtor paid \$1,525.64
	in cash to cashiers.
	Return \$250.00 levy fee.
	Pay Robert's Towing \$125 for tow fee.

FILED
16 AUG 11 PM 4:18
DURHAM COUNTY, C.S.C.

Total Sum Collected \$ 1,525. ⁶⁴	Amount Retained As Commission \$ 46. ⁵⁶	Amount Retained For Expenses \$ 125. (tow)	Balance Returned \$ 1,354. ²⁸
--	---	---	---

☐ I did not serve this Writ Of Execution because:

☐ I did not locate property on which to levy.

☐ Other: (specify)

Service Fee Paid \$	Date Received	Name of Sheriff (Type Or Print) M D Andrews
Paid By	Date Executed	County Durham
	Date Of Return 8/3/16	Signature Of Deputy Sheriff Making Return P. Taylor #520

DURHAM COUNTY CLERK OF COURT

P054712

06/21/16 09:15:48

PAYOR: FOUNDS

PAYEE: COPIES

CASE#:

VCAP:N

CITAH:

21410 COPY FEES

8.00

TOTAL PAID

8.00

CA TENDERED

10.00

CHANGE

2.00

5381 ID C31LJ2

INVESTIGATION OF THE

DEPARTMENT OF JUSTICE

REPORT

DATE: 10/10/10

BY: [REDACTED]

REVIEWED BY: [REDACTED]

DATE: 10/10/10

BY: [REDACTED]

00.0

STATE OF NEW YORK

10.0

STATE OF NEW YORK

10.0

STATE OF NEW YORK

10.0

STATE OF NEW YORK

STATE OF NEW YORK

STATE OF NEW YORK

STATE OF NORTH CAROLINA

File No.

15 CvD 4120

Abstract No.

J001

Judgment Book & Page No. In Original County

Durham

County

In The General Court Of Justice

Name And Address Of Plaintiff

PORTFOLIO RECOVERY ASSOCIATES, LLC
c/o Sessoms & Rogers, P.A.
P.O. Box 110564
Durham, North Carolina 27709

WRIT OF EXECUTION

G.S. 1-313(1); 1C, Art. 16

VERSUS

Name And Address Of Defendant 1

IRIS POUNDS
109 Red Bird Drive
Durham, NC 27704
SSN ***-**-4404 Home Phone: (919)201-8694

Name And Address Of Defendant 2

To The Sheriff Of Durham County:

Judgment in favor of the plaintiff was rendered in this case against the defendant. By terms of that judgment the following sums are now due:

Principal Due As Of Today.....	\$ 1089.28
Plus Dollar Amount Of Interest Due As Of Today.....	\$ 0.00
Plus Court Cost Due As Of Today.....	\$ 265.00
Plus Other.....	\$ 0.00
Total Due As Of Today.....	\$ 1354.28

Plus, interest on the principal at the rate set out below shall be due from the date shown below, and a sheriff's commission shall be collected on sales of property or funds collected of 5% on the first \$500 and 2-1/2% on all sums over \$500.

(NOTE: Interest is due on all bond forfeiture judgments for appearance bonds signed on or after 10/1/99.)

Date From Which Interest Due	Date Of Judgment	County To Which Issued	File No.
	October 12, 2015	Durham	15 CvD 4120
Rate Of Interest	<input type="checkbox"/> Contract Rate	Daily Interest Rate	Judgment Docket Book & Page No.
0.0000	<input type="checkbox"/> Legal Rate	\$0.00	Transcript No.
			Date And Time Of Docketing
			10/12/2015 at 3:09 pm

You are commanded to satisfy the judgment:

- ☒ out of the personal property of the defendant, and if sufficient personal property cannot be found, then out of the real property belonging to the defendant on the day the judgment was docketed in your county as shown above or any time after that date.
- ☐ except as to property of the defendant set off as exempt (a list of which is attached) out of the personal property of the defendant within your county and if sufficient personal property cannot be found, then out of the real property belonging to the defendant on the day the judgment was docketed in your county as shown above or any time after that date.

Additional Order For Satisfying Judgment

The defendant was served with a Notice of Right to Have Exemptions Designated more than 20 days prior to this date, and no response thereto has been filed. The defendant has therefore waived any right to claim statutory exemptions, pursuant to the provisions of G.S. § 1C-1603(e)(2).

County In Which Order To Be Served	Date Issued
Durham County	JUN 14 2016
Name And Address Of Creditor's Attorney	Signature
Mitchell A. Meyers (919) 688-1000	Lisa P. Strickland
P.O. Box 110564	Deputy CSC
Durham, North Carolina 27709	<input type="checkbox"/> Assistant CSC
Attn: Rhonda G. Roy - (919) 688-1000	<input type="checkbox"/> Clerk Of Superior Court



	RETURN OF EXECUTION	
--	----------------------------	--

This Writ Of Execution was served as follows:

- ☐ by collecting the amount owed.
- ☐ by levying on and selling the property of the defendant described below and returning to the court the balance shown below.

Date Of Levy	Description Of Property Levied On And Sold

Total Sum Collected	Amount Retained As Commission	Amount Retained For Expenses	Balance Returned
\$	\$	\$	\$

☐ I did not serve this Writ Of Execution because:

- ☐ I did not locate property on which to levy.
- ☐ Other: (specify)

Service Fee Paid	Date Received	Name of Sheriff (Type Or Print)
\$		
Paid By	Date Executed	County
	Date Of Return	Signature Of Deputy Sheriff Making Return

STATE OF NORTH CAROLINA

File No.

15 CvD 4120

Abstract No.

Judgment Book & Page No. In Original County

Durham County

In The General Court Of Justice

Name And Address Of Plaintiff

PORTFOLIO RECOVERY ASSOCIATES, LLC
c/o Sessoms & Rogers, P.A.
P.O. Box 110564
Durham, North Carolina 27709

WRIT OF EXECUTION

G.S. 1-313(1); 1C, Art. 16

VERSUS

Name And Address Of Defendant 1

IRIS POUNDS
109 Red Bird Drive
Durham, NC 27704
SSN ***-**-4404 Home Phone: (919)201-8694

Name And Address Of Defendant 2

N

To The Sheriff Of Durham County:

Judgment in favor of the plaintiff was rendered in this case against the defendant. By terms of that judgment the following sums are now due:

Principal Due As Of Today.....	\$ 1089.28
Plus Dollar Amount Of Interest Due As Of Today.....	\$ 0.00
Plus Court Cost Due As Of Today.....	\$ 265.00
Plus Other.....	\$ 0.00
Total Due As Of Today..... May 24, 2016	\$ 1354.28

Plus, interest on the principal at the rate set out below shall be due from the date shown below, and a sheriff's commission shall be collected on sales of property or funds collected of 5% on the first \$500 and 2-1/2% on all sums over \$500.

(NOTE: Interest is due on all bond forfeiture judgments for appearance bonds signed on or after 10/1/99.)

Date From Which Interest Due	Date Of Judgment October 12, 2015	County To Which Issued Durham	File No. 15 CvD 4120
Rate Of Interest 0.0000	<input type="checkbox"/> Contract Rate <input type="checkbox"/> Legal Rate	Daily Interest Rate \$0.00	Judgment Docket Book & Page No.
		Transcript No.	Date And Time Of Docketing 10/12/2015 at 3:09

You are commanded to satisfy the judgment:

- ☒ out of the personal property of the defendant, and if sufficient personal property cannot be found, then out of the real property belonging to the defendant on the day the judgment was docketed in your county as shown above or any time after that date.
- ☐ except as to property of the defendant set off as exempt (a list of which is attached) out of the personal property of the defendant within your county and if sufficient personal property cannot be found, then out of the real property belonging to the defendant on the day the judgment was docketed in your county as shown above or any time after that date.

Additional Order For Satisfying Judgment

The defendant was served with a Notice of Right to Have Exemptions Designated more than 20 days prior to this date, and no response thereto has been filed. The defendant has therefore waived any right to claim statutory exemptions, pursuant to the provisions of G.S. § 1C-1603(e)(2).

County In Which Order To Be Served Durham County	Date Issued
Name And Address Of Creditor's Attorney Mitchell A. Meyers (919) 688-1000 P.O. Box 110564 Durham, North Carolina 27709 Attn: Rhonda G. Roy - (919) 688-1000	Signature
	<input type="checkbox"/> Deputy CSC <input type="checkbox"/> Assistant CSC <input type="checkbox"/> Clerk Of Superior Court



RETURN OF EXECUTION

This Writ Of Execution was served as follows:

- ☐ by collecting the amount owed.
- ☐ by levying on and selling the property of the defendant described below and returning to the court the balance shown below.

Date Of Levy	Description Of Property Levied On And Sold

Total Sum Collected	Amount Retained As Commission	Amount Retained For Expenses	Balance Returned
\$	\$	\$	\$

☐ I did not serve this Writ Of Execution because:

- ☐ I did not locate property on which to levy.
- ☐ Other: (specify)

Service Fee Paid	Date Received	Name of Sheriff (Type Or Print)
\$		
Paid By	Date Executed	County
	Date Of Return	Signature Of Deputy Sheriff Making Return

CLERK of SUPERIOR COURT, DURHAM CO.
CIVIL RECEIPTING

Payor Name: Portfolio
(Party to Case)

15 CVD 4120

FILE NUMBER

Payee Name: Sessoms
(Party, etc.)

1228414

25.00
k No. 1228414

DURHAM COUNTY CLERK OF COURT
***** DUPLICATE RECEIPT *****
S042327 06/15/16 10:39:48

PAYOR: PORTFOLIO
PAYEE: PD BY SESSOMS
CASE#: 15CVD004120 VCAP:N
CITAH:

21400 MISC SPEC FEES 25.00
TOTAL PAID 25.00
CO TENDERED 25.00
CHANGE .00

5369 ID C31LMA

SESSOMS
GERS, P.A.

Clerk of Super
Durham Count
510 South Dill
Durham, NC 2
Portfolio Reco:
Filing Fee for E
Claim #: 26346
Court File: 15

Flag for VCAP = NO

FILING FEES:

- ☐ CDDC Divorce/Disp. Home \$ 225.00
- ☐ CVDC Domestic \$ 150.00
- ☐ CVAC District Court Appeal from Magistrate \$ 146.00

SERVICE FEES:

- ☒ WRIT OF EXECUTION 21400 \$ 25.00
- ☐ WRIT OF POSSESSION 21400 \$
- ☐ SHERIFF 22515 \$

- ☐ BOND RENT 26220 \$

JUDGMENT PAYMENT:
JUDGMENT IN DOCKET BOOK

- | | | Book | Page |
|--|----------------------------------|------|------|
| <input type="checkbox"/> FULL | <input type="checkbox"/> PARTIAL | | |
| <input type="checkbox"/> JUDGMENT | 26110 | \$ | |
| <input type="checkbox"/> BOND FORFEITURE (PRIOR TO JUDGMENT) | 22800 | \$ | |
| <input type="checkbox"/> TRANSCRIPT FEE | 21400 | \$ | |
| Transcript # _____ | | | |
| County _____ | | | |
| <input type="checkbox"/> SUPPL PROCEEDING | 21400 | \$ | |
| <input type="checkbox"/> MOTION FEE | 21450 | \$ | |

MISCELLANEOUS FEES:

- ☐ MISC FILING FEE 21400 \$
- ☐ COPY 21410 \$
- ☐ CIVIL BONDS 26210 \$
- ☐ CONDEMNATION 26130 \$
- ☐ TRUST (Minor's portion) 26310 \$
- ☐ ARBITRATION FEES 24311 \$
- ☐ (CVD - BEFORE JUDGMENT)
- ☐ VSA, REGISTRATION, 21400 \$
- ☐ PASSPORTS, ETC
- ☐ LIS PENDENS 21400 \$
- ☐ UPSET BID 26700 \$

POUNDS EX 0044

REVIEWED BY:

DATE: 6-14-16

TOTAL: 25.00

DURHAM COUNTY CLERK OF COURT

5042327

06/15/16 10:39:48

PAYOR: PORTFOLIO

PAYEE: PD BY SESSIONS

CASE#: 15CV0004120 VCAP:N

CITAH:

21400 MISC SPEC FEES 25.00

TOTAL PAID 25.00

CO TENDERED 25.00

CHANGE .00

5369 ID C31LMA

POUNDS EX 0045

STATE OF NORTH CAROLINA		File No. 15 CvD 4120	Abstract No.
Durham	County	Judgment Docket Book And Page No.	
PAID FEB 8 5 2016		Date Judgment Filed October 12, 2015	

In The General Court Of Justice
☒ District ☐ Superior Court Division

Name Of Plaintiff
 PORTFOLIO RECOVERY ASSOCIATES, LLC

VERSUS

Name Of Defendant
 IRIS POUNDS

**NOTICE OF RIGHT TO
HAVE EXEMPTIONS
DESIGNATED**

G.S. 1C-1603

TO:
 Name And Address Of Judgment Debtor 1
 Iris Pounds
 109 Red Bird Drive
 Durham NC 27704

TO:
 Name And Address Of Judgment Debtor 2

NOTE: Attach a copy of AOC-CV-407 if the judgment was filed before 1/1/06. For judgments filed after 1/1/06, attach AOC-CV-415.

A judgment has been entered against you in the case captioned above in which you have been ordered to
☒ pay money over to the judgment creditor. ☐ turn over various household belongings to the judgment creditor.

The judgment creditor (person who has the judgment against you) is now seeking to collect this judgment and has asked me to give you notice of your rights. Under the Constitution and laws of North Carolina, you have the right to exempt from the collection of the judgment certain of your property (in other words, to keep it from being taken from you). If you wish to keep your exempt property, you MUST fill out the attached Motion To Claim Exempt Property and mail or take it to the Clerk of Superior Court at the address listed below. You MUST also mail or take a copy to the judgment creditor at the address listed below. The law gives you another option of requesting, in writing, a hearing before the Clerk to claim your exemptions. If you make a written request for a hearing, you will be notified of the time and place of the hearing when you may claim your exemptions.

It is important that you respond to this Notice no later than twenty (20) days after it was served on you because you will lose valuable statutory rights if you do nothing. If you do not respond, you will give up your right to statutory exemptions and the judgment creditor may be able to take any or all of your property to satisfy the judgment. You have certain constitutional rights you may claim if you give up your statutory rights. You may wish to consider hiring an attorney to help you with this proceeding to make certain that you receive all the protections to which you are entitled.

NOTICE TO JUDGMENT DEBTOR: THERE ARE CERTAIN EXEMPTIONS UNDER STATE AND FEDERAL LAW THAT YOU ARE ENTITLED TO CLAIM IN ADDITION TO THE EXEMPTIONS LISTED IN THE MOTION TO CLAIM EXEMPT PROPERTY THAT IS ENCLOSED WITH THIS NOTICE. These exemptions may include social security, unemployment, and workers' compensation benefits and earnings for your personal services rendered within the last 60 days. There is available to you a prompt procedure for challenging an attachment or levy on your property.

Name And Address Of Judgment Creditor Or Attorney

Mitchell A. Meyers
 Sessoms & Rogers, P.A.
 P.O. Box 110564
 Durham, North Carolina 27709

Date

2-4-16

Signature

Regina Name

☒ Deputy CSC

☐ Assistant CSC

☐ Clerk Of Superior Court

Address Of The Clerk Of Superior Court

Clerk of Superior Court
 Durham County Courthouse
 Durham, North Carolina 27701

Telephone No.

(919) 688-1000

STU SULLIVAN
 REG-44008 JDOMTL
 2/4/16 10:00 AM

NOTICE TO THE JUDGMENT CREDITOR:

You may serve this Notice and the Motion To Claim Exempt Property by mailing a copy of each, registered or certified mail, return receipt requested, addressed to the judgment debtor. To prove service, you must file an affidavit (notarized by a notary public) with the Clerk asserting that (1) a copy of the Notice of Rights and Motion To Claim Exempt Property was deposited in the post office for mailing by registered or certified mail, return receipt requested; (2) it was in fact received as evidenced by the attached registry receipt or other evidence of delivery; and (3) the genuine receipt or other evidence of delivery is attached. You must attach the post office delivery receipt to the affidavit. Alternatively, you may choose to have this Notice and the Motion served by the sheriff. If you select this method, you must pay a service fee. If your attempted service by certified or registered mail or personal service by the sheriff fails, you may then serve the judgment debtor by mailing a copy of Notice and Motion to the judgment debtor at his/her last known address. To prove service, you must file a certificate with the Clerk that the notice and motion were served indicating why you used such service, the date the notice was mailed and the address to which it was mailed. Remember, you may NOT use service by regular first class mail until you have tried first to serve the judgment debtor personally or by certified or registered mail and such service was unsuccessful.

AOC-CV-406, Rev. 2/06
 © 2006 Administrative Office of the Courts

(Over)

POUNDS EX 0046

RETURN OF SERVICE

I certify that this Notice and a copy of a Motion to Claim Exempt Property were received and served as follows:

JUDGMENT DEBTOR 1

Date Served 2-10-16	Time Served 4:17 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	Name Of Judgment Debtor 1 Tracy Pounds
-------------------------------	---	--

- ☐ By delivering to the judgment debtor named above a copy of this Notice and Motion To Claim Exempt Property.
- ☒ By leaving a copy of this Notice and Motion To Claim Exempt Property at the dwelling house or usual place of abode of the judgment debtor named above with a person of suitable age and discretion then residing therein.

Name And Address Of Person With Whom Copies Left

George Pounds (Husband) 109 Redbird Dr.

☐ Other Manner Of Service (specify)

☐ Judgment debtor WAS NOT served for the following reason:

Service Fee Paid \$	Date Received	Name Of Sheriff (Type Or Print) M. Andrew
Paid By	Date Of Return 2-10-16	County Arkansas Signature Of Deputy Sheriff Making Return M. Andrew

JUDGMENT DEBTOR 2

Date Served	Time Served <input type="checkbox"/> AM <input type="checkbox"/> PM	Name Of Judgment Debtor 2
-------------	--	---------------------------

- ☐ By delivering to the judgment debtor named above a copy of this Notice and Motion To Claim Exempt Property.
- ☐ By leaving a copy of this Notice and Motion To Claim Exempt Property at the dwelling house or usual place of abode of the judgment debtor named above with a person of suitable age and discretion then residing therein.

Name And Address Of Person With Whom Copies Left

☐ Other Manner Of Service (specify)

☐ Judgment debtor WAS NOT served for the following reason:

Service Fee Paid \$	Date Received	Name Of Sheriff
Paid By	Date Of Return	County Signature Of Deputy Sheriff Making Return

STATE OF NORTH CAROLINA

Durham County

File No.

15 CvD 4120

Abstract No.

Judgment Docket Book And Page No.

Date Judgment Filed

October 12, 2015

In The General Court Of Justice

☒ District ☐ Superior Court Division

Name Of Plaintiff

PORTFOLIO RECOVERY ASSOCIATES, LLC

VERSUS

Name Of Defendant

IRIS POUNDS

NOTICE OF RIGHT TO HAVE EXEMPTIONS DESIGNATED

G.S. 1C-1603

TO:

Name And Address Of Judgment Debtor 1

Iris Pounds

109 Red Bird Drive

Durham NC 27704

TO:

Name And Address Of Judgment Debtor 2

NOTE: Attach a copy of AOC-CV-407 if the judgment was filed before 1/1/06. For judgments filed after 1/1/06, attach AOC-CV-415.

A judgment has been entered against you in the case captioned above in which you have been ordered to

☒ pay money over to the judgment creditor. ☐ turn over various household belongings to the judgment creditor.

The judgment creditor (person who has the judgment against you) is now seeking to collect this judgment and has asked me to give you notice of your rights. Under the Constitution and laws of North Carolina, you have the right to exempt from the collection of the judgment certain of your property (in other words, to keep it from being taken from you). If you wish to keep your exempt property, you MUST fill out the attached Motion To Claim Exempt Property and mail or take it to the Clerk of Superior Court at the address listed below. You MUST also mail or take a copy to the judgment creditor at the address listed below. The law gives you another option of requesting, in writing, a hearing before the Clerk to claim your exemptions. If you make a written request for a hearing, you will be notified of the time and place of the hearing when you may claim your exemptions.

It is important that you respond to this Notice no later than twenty (20) days after it was served on you because you will lose valuable statutory rights if you do nothing. If you do not respond, you will give up your right to statutory exemptions and the judgment creditor may be able to take any or all of your property to satisfy the judgment. You have certain constitutional rights you may claim if you give up your statutory rights. You may wish to consider hiring an attorney to help you with this proceeding to make certain that you receive all the protections to which you are entitled.

NOTICE TO JUDGMENT DEBTOR: THERE ARE CERTAIN EXEMPTIONS UNDER STATE AND FEDERAL LAW THAT YOU ARE ENTITLED TO CLAIM IN ADDITION TO THE EXEMPTIONS LISTED IN THE MOTION TO CLAIM EXEMPT PROPERTY THAT IS ENCLOSED WITH THIS NOTICE. These exemptions may include social security, unemployment, and workers' compensation benefits and earnings for your personal services rendered within the last 60 days. There is available to you a prompt procedure for challenging an attachment or levy on your property.

Name And Address Of Judgment Creditor Or Attorney

Mitchell A. Meyers

Sessoms & Rogers, P.A.

P.O. Box 110564

Durham, North Carolina 27709

Date

2-4-16

Signature

Regina Name

☒ Deputy CSC

☐ Assistant CSC

☐ Clerk Of Superior Court

Address Of The Clerk Of Superior Court

Clerk of Superior Court

Durham County Courthouse

Durham, North Carolina 27701

510 S DILLARD ST
DURHAM NC 27701
REGINA NAME

Telephone No.

(919) 688-1000

NOTICE TO THE JUDGMENT CREDITOR:

You may serve this Notice and the Motion To Claim Exempt Property by mailing a copy of each, registered or certified mail, return receipt requested, addressed to the judgment debtor. To prove service, you must file an affidavit (notarized by a notary public) with the Clerk asserting that (1) a copy of the Notice of Rights and Motion To Claim Exempt Property was deposited in the post office for mailing by registered or certified mail, return receipt requested; (2) it was in fact received as evidenced by the attached registry receipt or other evidence of delivery; and (3) the genuine receipt or other evidence of delivery is attached. You must attach the post office delivery receipt to the affidavit. Alternatively, you may choose to have this Notice and the Motion served by the sheriff. If you select this method, you must pay a service fee. If your attempted service by certified or registered mail or personal service by the sheriff fails, you may then serve the judgment debtor by mailing a copy of Notice and Motion to the judgment debtor at his/her last known address. To prove service, you must file a certificate with the Clerk that the notice and motion were served indicating why you used such service, the date the notice was mailed and the address to which it was mailed. Remember, you may NOT use service by regular first class mail until you have tried first to serve the judgment debtor personally or by certified or registered mail and such service was unsuccessful.

AOC-CV-406, Rev. 2/08

© 2006 Administrative Office of the Courts

(Over)

263464.001

POUNDS EX 0048

RETURN OF SERVICE

I certify that this Notice and a copy of a Motion to Claim Exempt Property were received and served as follows:

JUDGMENT DEBTOR 1

Date Served	Time Served <input type="checkbox"/> AM <input type="checkbox"/> PM	Name Of Judgment Debtor 1
-------------	--	---------------------------

- ☐ By delivering to the judgment debtor named above a copy of this Notice and Motion To Claim Exempt Property.
- ☐ By leaving a copy of this Notice and Motion To Claim Exempt Property at the dwelling house or usual place of abode of the judgment debtor named above with a person of suitable age and discretion then residing therein.

Name And Address Of Person With Whom Copies Left

☐ Other Manner Of Service (specify)

☐ Judgment debtor WAS NOT served for the following reason:

Service Fee Paid, \$	Date Received	Name Of Sheriff (Type Or Print)
Paid By	Date Of Return	County
		Signature Of Deputy Sheriff Making Return

JUDGMENT DEBTOR 2

Date Served	Time Served <input type="checkbox"/> AM <input type="checkbox"/> PM	Name Of Judgment Debtor 2
-------------	--	---------------------------

- ☐ By delivering to the judgment debtor named above a copy of this Notice and Motion To Claim Exempt Property.
- ☐ By leaving a copy of this Notice and Motion To Claim Exempt Property at the dwelling house or usual place of abode of the judgment debtor named above with a person of suitable age and discretion then residing therein.

Name And Address Of Person With Whom Copies Left

☐ Other Manner Of Service (specify)

☐ Judgment debtor WAS NOT served for the following reason:

Service Fee Paid, \$	Date Received	Name Of Sheriff
Paid By	Date Of Return	County
		Signature Of Deputy Sheriff Making Return

SESSOMS & ROGERS, P.A.
ATTORNEYS AT LAW

MAILING ADDRESS:
P.O. Box 110564
DURHAM, NC 27709

TELEPHONE (919) 688-1000
FACSIMILE (919) 688-9000

February 1, 2016

Clerk of Superior Court
Durham County Courthouse
510 South Dillard Street
Durham, North Carolina 27701

Re: Portfolio Recovery Associates, LLC
v.
Iris Pounds
Durham County Case No. 15 CvD 4120

FILED
16 FEB -3 PM 2:10
DURHAM COUNTY, C.S.C.
BY _____

Dear Sir or Madam:

We are enclosing the original and one copy of a proposed Notice of Right to Have Exemptions Designated, along with two copies of the required Motion to Claim Exempt Property in this case. Please issue the notice and deliver it, along with the motions and the enclosed check for service, to the Durham County Sheriff's Department.

Thank you very much for your assistance. Please feel free to contact us if you have any questions concerning this case.

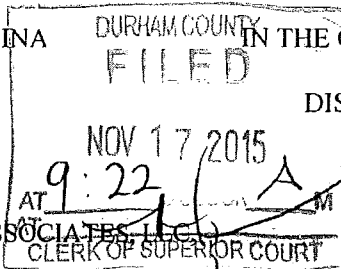
Sincerely yours,

SESSOMS & ROGERS, P.A.

S&R:rr2
Enclosures
263464.001

POUNDS EX 0050

STATE OF NORTH CAROLINA
COUNTY OF DURHAM



DISTRICT COURT DIVISION

15 CvD 4120

PORTFOLIO RECOVERY ASSOCIATES, LLC

Plaintiff

vs.

IRIS POUNDS,

Defendant

CERTIFICATE

OF SERVICE

This is to certify that, pursuant to G.S. § 1A-1, Rule 5(b), a copy of the judgment was this day served upon the Defendant in this action by mailing a copy thereof, postage prepaid, to the Defendant, as follows:

Iris Pounds
109 Red Bird Drive
Durham, North Carolina 27704

This the 13 day of November, 2015.

SESSOMS & ROGERS, P.A.

By: 

✓ Mitchell A. Meyers
Attorney for Plaintiff
P.O. Box 110564
Durham, North Carolina 27709
Telephone: (919) 688-1000



POUNDS EX 0051

STATE OF NORTH CAROLINA FILED IN THE GENERAL COURT OF JUSTICE

COUNTY OF DURHAM 15 OCT 12 PM 3: 09 DISTRICT COURT DIVISION

DURHAM COUNTY, C.S.C.

15 CvD 4120

PORTFOLIO RECOVERY ASSOCIATES, LLC,)

Plaintiff)

vs.)

JUDGMENT BY DEFAULT

[DEFJ]

IRIS POUNDS,
109 Red Bird Drive
Durham, North Carolina 27704

Defendant)

THIS CAUSE came on to be heard before the undersigned Clerk of Superior Court of Durham County, North Carolina, upon motion by the plaintiff for the Entry of Default Judgment against the Defendant, pursuant to the provisions of G.S. § 1A-1, Rule 55; and

IT APPEARED TO THE COURT and the Court entered the following findings of fact and conclusions of law:

1. The plaintiff initiated this action against the Defendant on August 5, 2015.
2. The defendant is a resident of Durham County, North Carolina, and is therefore subject to the jurisdiction of this Court, pursuant to the provisions of G.S. § 1-75.4 (1).
3. Service of process was properly obtained by serving copies of the summons and complaint upon the Defendant on or about August 11, 2015, in compliance with the requirements of G.S. § 1A-1, Rule 4(j)(1).
4. This is an action for a sum certain or a sum which can by computation be made certain, and the Court has jurisdiction over the parties and the subject matter of this action.

POUNDS EX 0052

5. The Defendant is neither an infant nor an incompetent person, nor on active duty in military service, nor under any other legal disability.

6. More than thirty (30) days have passed since service was had upon the Defendant, and the time allowed for the Defendant to respond to the complaint has expired. No answer or other pleading of any nature has been filed by the defendant, nor has the defendant made any appearance before the Court so as to be entitled to notice of this motion.

7. Default was entered against the Defendant, pursuant to G.S. § 1A-1, Rule 55(a).

8. The defendant is lawfully indebted to the plaintiff in the principal sum of \$1,089.28 and said sum has been outstanding since March 2, 2014.

IT IS NOW, THEREFORE, ORDERED, ADJUDGED AND DECREED, pursuant to the provisions of G.S. § 1A-1, Rule 55, as follows:

1. That the plaintiff have and recover from the defendant the principal sum of \$1,089.28.
2. Plaintiff declines all pre-judgment and post-judgment interest.
3. That the plaintiff further have and recover from said Defendant the costs of this action.

This the 12 day of ^{Oct.}~~September~~, 2015.

150.00 cost
30.00 sh fee

180.00
30.00 Nov 2-4-16
210.00

Lela Silver
[Assistant] Clerk of Superior Court

STATE OF NORTH CAROLINA FILED IN THE GENERAL COURT OF JUSTICE

COUNTY OF DURHAM 15 OCT 12 PM 3:09 DISTRICT COURT DIVISION

DURHAM COUNTY, C.S.C.

15 CvD 4120

PORTFOLIO RECOVERY ASSOCIATES, LLC,)

Plaintiff)

vs.)

ENTRY OF DEFAULT

IRIS POUNDS,)

[EODF]

Defendant)

THIS CAUSE came on to be heard before the undersigned upon motion by the plaintiff for an Entry of Default against the Defendant pursuant to the provisions of G.S. § 1A-1, Rule 55(a); and IT APPEARED TO THE COURT and the Court entered the following findings of fact and conclusions of law:


1. The defendant is a resident of Durham County, North Carolina, and is therefore subject to the jurisdiction of this Court, pursuant to the provisions of G.S. § 1-75.4 (1).

2. The plaintiff initiated this action against the Defendant on August 5, 2015. Service of process was properly obtained by serving copies of the summons and complaint upon the Defendant on or about August 11, 2015, in compliance with the requirements of G.S. § 1A-1, Rule 4(j)(1).

3. No answer or other pleading of any nature has been filed by the Defendant, nor has the Defendant appeared before the Court in any manner, and the time allowed for the Defendant to answer, plead or otherwise appear has expired.

IT IS NOW, THEREFORE, ORDERED that default be, and is hereby entered against the Defendant, pursuant to the provisions of G.S. § 1A-1, Rule 55(a).

This the 12 day of October, 2015.


[Assistant] Clerk of Superior Court

POUNDS EX 0054

STATE OF NORTH CAROLINA FILED IN THE GENERAL COURT OF JUSTICE
COUNTY OF DURHAM 15 OCT 12 PM 3:08 DISTRICT COURT DIVISION
DURHAM COUNTY, C.S.C. 15 CvD 4120

PORTFOLIO RECOVERY ASSOCIATES, LLC,))	
Plaintiff)	AFFIDAVIT and MOTION
)	
vs.)	for
)	ENTRY OF DEFAULT and
IRIS POUNDS,)	JUDGMENT BY DEFAULT
Defendant)	[EODF & DEFJ]

Mitchell A. Meyers, having sworn or affirmed, deposes and says as follows:

1. He is the attorney for the plaintiff in the above-captioned civil action.

2. The Plaintiff commenced this action against the Defendant for a sum certain or a sum which could by computation be made certain on or about August 5, 2015. The Defendant was served with the Summons and Complaint on or about August 11, 2015, as shown on the return of service filed herein, as required by G.S. § 1A-1, Rule 4(j)(1).

3. More than thirty (30) days have passed since the Defendant was served, and the time allowed for the Defendant to respond to the complaint has expired. No answer or other pleading of any nature has been filed by the Defendant, nor has any appearance been made by the Defendant before the Court so as to be entitled to notice of this motion.

4. Pursuant to an agreement entered into between the Defendant and the Plaintiff, a credit account (herein the "Account") was opened and credit thereafter extended to the Defendant.

5. The Defendant accepted and used the credit extended on the Account, as shown by the copies of monthly billing statements (herein the "Statements") previously filed herein as an attachment to the Plaintiff's Complaint as Exhibit "A" and incorporated herein by this reference.



6. As this was a credit card account, the origination balance was \$0.00. The Statements reflect an itemization of the charges and fees owed, along with an explanation of how the balance owing on the Account was calculated. The last payment on the defendant's Account was made on or about September 13, 2013.

7. The Defendant defaulted on their obligation to pay the balance accrued on the Account. The Account was charged-off by GE Capital Retail Bank f/k/a GE Money Bank for non-payment in the amount of \$1,089.28 as evidenced by the Charge-off Statement attached hereto as Exhibit "I" and incorporated herein by this reference.

8. The Account was subsequently assigned to the Plaintiff, the current holder of the Account. The chain of ownership of the Account, previously filed herein as an attachment to the Plaintiff's Complaint as Exhibit "B", is incorporated herein by this reference.

9. As evidenced by the attached affidavit of account, the Defendant is indebted to the Plaintiff in the principal sum of \$1,089.28 and costs of this action. The Affidavit of Account is correct in all respects to the best knowledge and belief of this affiant.

10. To this affiant's best knowledge and belief, the defendant is not an infant or incompetent person, nor on active duty in military service, nor under any other legal disability.

11. The Plaintiff moves the Court to enter default against the Defendant, and to render judgment by default against said Defendant, pursuant to the provisions of G.S. § 1A-1, Rule 55.

This the 2nd day of ~~September~~^{Oct}, 2015.



Mitchell A. Meyers
Attorney for Plaintiff

Sworn to or affirmed and acknowledged before me,
this the 2 day of ~~September~~^{October}, 2015.

CMD

Cassandra M Deaver
Cassandra M. Deaver, Notary Public
My commission expires: 1/8/19

CASSANDRA M DEAVER
NOTARY PUBLIC
WAKE COUNTY, NC

AFFIDAVIT

State of Virginia
City of Norfolk ss.

I, the undersigned, Donna Dangerfield, Custodian of Records, for Portfolio Recovery Associates, LLC hereby depose, affirm and state as follows:

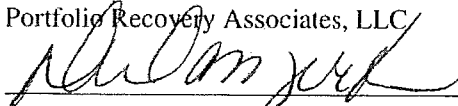
FILED

15 OCT 12 PM 3:08
DURHAM COUNTY, C.S.C.

BY _____

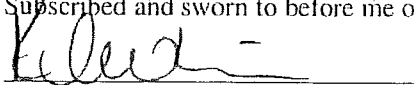
1. I am competent to testify to the matters contained herein.
2. I am an authorized employee of Portfolio Recovery Associates, LLC, ("Account Assignee") which is doing business at Riverside Commerce Center, 120 Corporate Boulevard, Norfolk, Virginia, and I am authorized to make the statements, representations and averments herein, and do so based upon a review of the business records of the Original Creditor **GE CAPITAL RETAIL BANK/BELK** and those records transferred to Account Assignee from **GE CAPITAL RETAIL BANK** ("Account Seller"), which have become a part of and have integrated into Account Assignee's business records, in the ordinary course of business.
3. According to the business records, which are maintained in the ordinary course of business, the account, and all proceeds of the account are now owned by the Account Assignee, all of the Account Seller's interest in such account having been sold, assigned and transferred by the Account Seller on **4/19/2014**. Further, the Account Assignee has been assigned all of the Account Seller's power and authority to do and perform all acts necessary for the settlement, satisfaction, compromise, collection or adjustment of said account, and the Account Seller has retained no further interest in said account or the proceeds thereof, for any purpose whatsoever.
4. According to the records transferred to the Account Assignee from Account Seller, and maintained in the ordinary course of business by the Account Assignee, there was due and payable from **IRIS POUNDS** ("Debtor and Co-Debtor") to the Account Seller the sum of **\$1,089.28** with the respect to account number **ending in 9007** as of the date of **3/2/2014** with there being no known un-credited payments, counterclaims or offsets against the said debt as of the date of the sale.
5. According to the account records of said Account Assignee, after all known payments, counterclaims, and/or setoffs occurring subsequent to the date of sale, Account Assignee claims the sum of **\$1,089.28** as due and owing as of the date of this affidavit.
6. Plaintiff believes that the defendant is not a minor or an incompetent individual, and declares that the Defendant is not on active military service of the United States.

Portfolio Recovery Associates, LLC



By: Donna Dangerfield, Custodian of Records

Subscribed and sworn to before me on MAY 21 2015



Notary Public



This communication is from a debt collector and is an attempt to collect a debt.
Any information obtained will be used for that purpose.

263464


POUNDS EX 0057

**Belk Rewards
Credit Card**IRIS A POUNDS
Account Number: 9007Visit us at www.belkcredit.com
Customer Service: 1-800-347-1170

Summary of Account Activity		Payment Information	
Previous Balance	\$1,089.28	New Balance	\$0.00
- Other Credits	\$1,089.28	Amount Past Due	\$0.00
New Balance	\$0.00	Total Minimum Payment Due	\$353.00
Credit Limit	\$1,000.00	Payment Due Date	03/04/2014
Available Credit	\$0.00	Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$35.00.	
Statement Closing Date	03/02/2014		
Days in Billing Cycle	26		

Rewards Points Summary	
Previous Point Balance	0
Points Earned This Period	0
Points Converted to Rewards	0
Current Point Balance	0
Points to Next Reward	400
Rewards Earned This Year	\$0

Belk Account News	
Current Year-To-Date Spend: \$0.00	
Spend Needed For Elite Status: \$1,500.00	
Points To Next Reward: 400	
Use Your Belk Card to Enjoy Exceptional Value, Savings And Rewards!	
Remember You Earn 1 Point For Every Dollar You Spend, Some Exclusions Apply.	

Basic	Premier \$600	Elite \$1500		
				
\$0	\$375	\$750	\$1125	\$1500

Transaction Summary						
Tran Date	Post Date	Reference Number	Plan Type	Description of Transaction or Credit	Amount	
03/02	03/02	F935600ED00899990		CHARGE OFF ACCOUNT-PRINCIPALS	(\$828.70)	
03/02	03/02	F935600ED00899990		CHARGE OFF ACCOUNT "FINANCE CHARGES"	(\$280.58)	
						FEES
						TOTAL FEES FOR THIS PERIOD
						\$0.00
						INTEREST CHARGED
03/02	03/02			INTEREST CHARGE ON PURCHASES	\$0.00	
						TOTAL INTEREST FOR THIS PERIOD
						\$0.00
2014 Totals Year-To-Date						
Total Fees charged in 2014					\$0.00	
Total Interest charged in 2014					\$44.37	
Total Interest Paid in 2014					\$0.00	

Interest Charge Calculation						
Your Annual Percentage Rate (APR) is the annual interest rate on your account.						
Type of Balance	Expiration Date	ANNUAL PERCENTAGE RATE	Balance Subject to Interest Rate	Interest Charge	Balance Method	
Regular Purchases	N/A	24.49%	\$0.00	\$0.00	2D	

PAYMENT DUE BY 5 P.M. (ET) ON THE DUE DATE.

NOTICE: We may convert your payment into an electronic debit. See reverse for details, Billing Rights and other important information.

6124 E1H 1 3 4 140302 2 X PAGE 1 of 3 9356 1500 B322 01BW6128

Detach and mail this portion with your check. Do not include any correspondence with your check.



Account Number: 9007				
Total Minimum Payment Due	Past Due Amount	Payment Due Date	Overlimit Amount	New Balance
\$353.00	\$0.00	03/04/2014	\$0.00	\$0.00

Payment Enclosed: \$
Please use blue or black ink.

New address or email? Print changes on back.

IRIS A POUNDS
109 RED BIRD DR
DURHAM NC 27704-5184Make Payment To: BELK/GECRB
PO BOX 530940
ATLANTA, GA 30353-0940

POUNDS EX 0058



**Cardholder News and Information**

Statement not provided to customer.

Please Note: Enclosed is the Privacy Policy for this account. Please take a moment to read it, then keep it with other financial documents. If you have previously opted-out, you do not need to do so again.

Cardholder Benefits and Information

Sign up for electronic statements - just go to www.belkcredit.com/ebill.

STATE OF NORTH CAROLINA

No.

CvD 4120

Durham County

In The General Court Of Justice

FILED

Name And Address Of Plaintiff

Portfolio Recovery Associates, LLC
c/o Sessoms & Rogers, P.A.
P.O. Box 110564
Durham, NC 27709

15 OCT 12 PM 3:08

DURHAM COUNTY, (SERVICEMEMBERS CIVIL RELIEF ACT
AFFIDAVIT

VERSUS

BY

Name And Address Of Defendant

Iris Pounds
109 Red Bird Drive
Durham, North Carolina 27704

50 U.S.C. app. 501 to 597b

NOTE: This form is not for use in Chapter 45 Foreclosure actions.

AFFIDAVIT

I, the undersigned Affiant, under penalty of perjury declare the following to be true:

1. As of the current date: (check one of the following)

- ☐ a. the defendant named above is in military service.*
☒ b. the defendant named above is not in military service.*
☐ c. I am unable to determine whether the defendant named above is in military service.*

2. (check one or more of the following)

- ☒ a. I ☒ have ☐ have not used the Servicemembers Civil Relief Act Website (<https://www.dmdc.osd.mil/appj/scra/>) to determine the defendant's military status. ☒ The results from my use of that website are attached.

(NOTE: The Servicemembers Civil Relief Act Website is a website maintained by the Department of Defense (DoD). If DoD security certificates are not installed on your computer, you may experience security alerts from your internet browser when you attempt to access the website. DoD security certificates will be automatically added to the computers of all Judicial Branch users, such that these users should not expect security alerts to appear with this website after July of 2015. As of June 18, 2015, the Servicemembers Civil Relief Act Website includes the following advice: "Most web browsers don't come with the DoD certificates already installed. The best and most secure solution is for the user to install all of the DoD's public certificates in their web browser.")

- ☐ b. The following facts support my statement as to the defendant's military service: (State how you know the defendant is not in the military. Be specific.)

*NOTE: The term "military service" includes the following: active duty service as a member of the United States Army, Navy, Air Force, Marine Corps, or Coast Guard; service as a member of the National Guard under a call to active service authorized by the President or the Secretary of Defense for a period of more than 30 consecutive days for purposes of responding to a national emergency; active service as a commissioned officer of the Public Health Service or of the National Oceanic and Atmospheric Administration; any period of service during which a servicemember is absent from duty on account of sickness, wounds, leave, or other lawful cause. 50 U.S.C. app. 511(2).

SWORN/AFFIRMED AND SUBSCRIBED TO BEFORE ME

Date

10/2/15

Date

10-2-15

CASSANDRA M DEEVER

Signature Of Affiant

Name Of Affiant (type or print)

Mitchell A. Meyers

Attorney for Plaintiff

Sessoms & Rogers, P.A.

P.O. Box 110564

Durham, NC 27709

Signature Of Person Authorized To Administer Oaths

NOTARY PUBLIC

WAKE COUNTY, NC

☐ Deputy CSC☐ Assistant CSC☐ Clerk Of Superior Court

SEAL

☒ NotaryDate My Commission Expires
1/8/19

NOTE TO COURT: Do not proceed to enter judgment in a non-criminal case in which the defendant has not made an appearance until a Servicemembers Civil Relief Act affidavit (whether on this form or not) has been filed, and if it appears that the defendant is in military service, do not proceed to enter judgment until such time that you have appointed an attorney to represent him or her.

(Over)



* M X 0 0 0 2 6 3 4 6 4 *



Status Report
Pursuant to Servicemembers Civil Relief Act

Last Name: POUNDS

First Name: IRIS

Middle Name:

Active Duty Status As Of: Sep-29-2015

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individual's active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Mary M. Snavelly-Dixon

Mary M. Snavelly-Dixon, Director
Department of Defense - Manpower Data Center
4800 Mark Center Drive, Suite 04E25
Arlington, VA 22350

PAID AUG 06 2015

DURHAM COUNTY
FILED

AUG 05/2015
3:36 PM

AT
AT
CLERK OF SUPERIOR COURT

15 00004120

STATE OF NORTH CAROLINA

Durham County

Name Of Plaintiff
PORTFOLIO RECOVERY ASSOCIATES, LLC

Address C/O Sessoms & Rogers, P.A.
Attorneys for Plaintiff
City, State, Zip P.O. Box 110564
Durham, North Carolina 27709

Name Of Defendant(s)
IRIS POUNDS

CIVIL SUMMONS

☐ ALIAS AND PLURIES SUMMONS (ASSESS FEE)

G.S. 1A-1, Rules 3, 4

Date Original Summons Issued

Date(s) Subsequent Summons(es) Issued

To Each Of The Defendant(s) Named Below:

Name And Address Of Defendant 1

Iris Pounds
109 Red Bird Drive
Durham, NC 27704
Home Phone: (919)201-8694

Name And Address Of Defendant 2

A Civil Action Has Been Commenced Against You!

You are notified to appear and answer the complaint of the plaintiff as follows:

1. Serve a copy of your written answer to the complaint upon the plaintiff or plaintiff's attorney within thirty (30) days after you have been served. You may serve your answer by delivering a copy to the plaintiff or by mailing it to the plaintiff's last known address, and
2. File the original of the written answer with the Clerk of Superior Court of the county named above.

If you fail to answer the complaint, the plaintiff will apply to the Court for the relief demanded in the complaint.

Name And Address Of Plaintiff's Attorney (If None, Address Of Plaintiff)

Mitchell A. Meyers
Sessoms & Rogers, P.A.
P.O. Box 110564
Durham, North Carolina 27709

Date Issued

AUG 05 2015

Time

3:36

☐ AM
☒ PM

Signature

☐ Deputy CSC

☐ Assistant CSC

☐ Clerk Of Superior Court

☐ **ENDORSEMENT (ASSESS FEE)**

This Summons was originally issued on the date indicated above and returned not served. At the request of the plaintiff, the time within which this Summons must be served is extended sixty (60) days.

Date Of Endorsement

Time

☐ AM
☐ PM

Signature

☐ Deputy CSC

☐ Assistant CSC

☐ Clerk Of Superior Court

NOTE TO PARTIES: Many counties have **MANDATORY ARBITRATION** programs in which most cases where the amount in controversy is \$15,000 or less are heard by an arbitrator before a trial. The parties will be notified if this case is assigned for mandatory arbitration, and, if so, what procedure is to be followed.

263464.001

AOC-CV-100, Rev. 6/11

© 2011 Administrative Office of the Courts

(Over)



* S U O O O O 2 6 3 4 6 4 *

POUNDS EX 0062

RETURN OF SERVICE

I certify that this Summons and a copy of the complaint were received and served as follows:

DEFENDANT 1

Date Served 8-11-15 Time Served 6:45 ☒ AM ☒ PM Name Of Defendant Jess Pounds

- ☐ By delivering to the defendant named above a copy of the summons and complaint.
- ☒ By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.

- ☐ As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)

Mr Pounds (Husband) 109 Peckbird.

- ☐ Other manner of service (specify)

- ☐ Defendant WAS NOT served for the following reason:

DEFENDANT 2

Date Served Time Served ☐ AM ☐ PM Name Of Defendant

- ☐ By delivering to the defendant named above a copy of the summons and complaint.
- ☐ By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- ☐ As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)

- ☐ Other manner of service (specify)

- ☐ Defendant WAS NOT served for the following reason.

Service Fee Paid \$	Signature Of Deputy Sheriff Making Return <u>[Signature]</u>
Date Received	Name Of Sheriff (Type Or Print) <u>[Signature]</u>
Date Of Return <u>8-11-15</u>	County Of Sheriff <u>[Signature]</u>

STATE OF NORTH CAROLINA

Durham

County

DURHAM COUNTY
FILED

File No.

In The General Court Of Justice
☒ District ☐ Superior Court Division

Name And Address Of Plaintiff 1

Portfolio Recovery Associates, LLC
c/o Sessoms & Rogers, P.A.
P.O. Box 110564
Durham, North Carolina 27709

GENERAL

CIVIL ACTION COVER SHEET

☒ INITIAL FILING ☐ SUBSEQUENT FILING

Name And Address Of Plaintiff 2

AT 3:36 PM
AT CLERK OF SUPERIOR COURT

Name And Address Of Attorney Or Party, If Not Represented (complete for initial appearance or change of address)

Mitchell A. Meyers
P.O. Box 110564
Durham, North Carolina 27709

VERSUS

Name Of Defendant 1

Iris Pounds

Telephone No. (919) 688-1000 Cell Telephone No.

NC Attorney Bar No. 28215 Attorney E-Mail Address

Summons Submitted ☒ Yes ☐ No

☐ Initial Appearance in Case ☐ Change of Address

Name Of Defendant 2

Name Of Firm Sessoms & Rogers, P.A.

FAX No. (919) 688-9000

Summons Submitted ☒ Yes ☐ No

Counsel for ☒ All Plaintiffs ☐ All Defendants ☐ Only (List party(ies) represented)

☐ Jury Demanded In Pleading
☐ Complex Litigation

☐ Amount in controversy does not exceed \$15,000
☐ Stipulate to arbitration

TYPE OF PLEADING

(check all that apply)

- ☐ Amend (AMND) Assess Motions Fee (SEE NOTE)
- ☐ Amended Answer/Reply (AMND-Response) Assess Motions Fee (SEE NOTE)
- ☐ Amended Complaint (AMND) Assess Motions Fee
- ☐ Answer/Reply (ANSW-Response) (SEE NOTE)
- ☐ Change Venue (CHVN) Assess Motions Fee
- ☒ Complaint (COMP)
- ☐ Confession Of Judgment (CNFJ)
- ☐ Consent Order (CONS)
- ☐ Consolidate (CNSL) Assess Motions Fee
- ☐ Contempt (CNTP) Assess Motions Fee
- ☐ Continue (CNTN) Assess Motions Fee
- ☐ Compel (CMPL) Assess Motions Fee
- ☐ Counterclaim (CTCL) Assess Court Costs
- ☐ Crossclaim (List On Back) (CRSS) Assess Court Costs
- ☐ Dismiss (DISM) Assess Court Costs
- ☐ Exempt/Waive Mediation (EXMD) Assess Motions Fee
- ☐ Extend Statute Of Limitations, Rule 9 (ESOL) Assess Motions Fee
- ☐ Extend Time For Complaint (EXCO) Assess Motions Fee

NOTE: See Side Two for a list of motions not subject to the motions fee.

(check all that apply)

- ☐ Failure To Join Necessary Party (FJNP) Assess Motions Fee
- ☐ Failure To State A Claim (FASC)
- ☐ Improper Venue/Division (IMVN) Assess Motions Fee
- ☐ Intervene (INTR) Assess Motions Fee
- ☐ Interplead (OTHR) Assess Motions Fee
- ☐ Lack Of Jurisdiction (Person) (LJPJ) Assess Motions Fee
- ☐ Lack Of Jurisdiction (Subject Matter) (LJSM) Assess Motions Fee
- ☐ Rule 12 Motion In Lieu Of Answer (MDLA) Assess Motions Fee
- ☐ Sanctions (SANC) Assess Motions Fee
- ☐ Set Aside (OTHR) Assess Motions Fee
- ☐ Show Cause (SHOW) Assess Motions Fee
- ☐ Transfer (TRFR) Assess Motions Fee
- ☐ Third Party Complaint (List Third Party Defendants on Back) (TPCL)
- ☐ Vacate/Modify Judgment (VCMD) Assess Motions Fee
- ☐ Withdraw as Counsel (WDCN) Assess Motions Fee
- ☐ Other (specify and list each separately)

NOTE: Assess fee only if court permission is required to amend.

CLAIMS FOR RELIEF

- ☐ Administrative Appeal (ADMA)
- ☐ Appointment Of Receiver (APRC)
- ☐ Attachment/Garnishment (ATTC)
- ☐ Claim And Delivery (CLMD)
- ☒ Collection On Account (ACCT)
- ☐ Condemnation (CNDM)
- ☐ Contract (CNTR)
- ☐ Discovery Scheduling Order (DSCH)
- ☐ Injunction (INJU)
- ☐ Medical Malpractice (MDML)
- ☐ Minor Settlement (MSTL)
- ☐ Money Owed (MNYO)
- ☐ Negligence - Motor Vehicle (MVNG)
- ☐ Negligence - Other (NEGO)
- ☐ Motor Vehicle Lien G.S. 44A (MVLN)
- ☐ Limited Driving Privilege - Out-Of-State Convictions (PLDP)
- ☐ Possession Of Personal Property (POPP)
- ☐ Product Liability (PROD)
- ☐ Real Property (RLPR)
- ☐ Specific Performance (SPPR)
- ☐ Other (specify and list separately)

Date

July 10, 2015

Signature Of Attorney/Party

Sam Barber

NOTE: All filings in civil actions shall include as the first page of the filing a cover sheet summarizing the critical elements of the filing in a format prescribed by the Administrative Office of the Courts, and the Clerk of Superior Court shall require a party to refile a filing which does not include the required cover sheet. For subsequent filings in civil actions, the filing party must either include a General Civil (AOC-CV-751), Motion (AOC-CV-752) or Court Action (AOC-CV-753) cover sheet.

AOC-CV-751, Rev. 6/11, © 2011 Administrative Office of the Courts

(Over)

POUNDS EX 0064

15 00004120

STATE OF NORTH CAROLINA
COUNTY OF DURHAM

IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION

PORTFOLIO RECOVERY ASSOCIATES, LLC,)

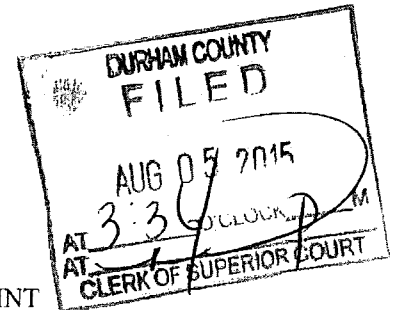
Plaintiff)

vs.)

IRIS POUNDS,)

Defendant)

COMPLAINT



The Plaintiff, complaining of the Defendant, alleges and says as follows:

1. The Plaintiff, a limited liability company organized under the laws of the state of Delaware, with a principal office and place of business in Norfolk, Virginia, is duly licensed as a collection agency in North Carolina by the Department of Insurance and has been issued permit number 4132.

2. The Defendant is a resident of Durham County, North Carolina.

3. Pursuant to an agreement entered into between the Defendant and the Plaintiff's predecessor in interest, GE Capital Retail Bank f/k/a GE Money Bank, a credit account (hereinafter "Account") was opened and credit extended to the Defendant.

4. The Defendant incurred debt on the Account, as shown by the account statements attached and incorporated herein by reference as Exhibit A. These statements provide an ongoing itemization of the charges and fees incurred to the Account and reflect how they were calculated. The last payment made to the account was received on September 13, 2013.

5. The Defendant defaulted by failing to make all payments owed on the Account when due. The Account was subsequently charged-off, assigned and acquired by the Plaintiff.

POUNDS EX 0065

Documentation evidencing the complete chain of assignment is attached and incorporated herein as Exhibit B.

6. Notice of intent to file legal action was sent to Defendant at least thirty (30) days prior to the filing of this action.

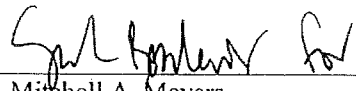
7. As shown by the attached Exhibits, the Defendant remains lawfully indebted to the Plaintiff in the amount of \$1,089.28. Said amount includes any offsets and credits to which the Defendant is lawfully entitled.

WHEREFORE, the Plaintiff prays the Court as follows:

1. That the Plaintiff have and recover from the Defendant the amount of \$1,089.28.
2. No interest whatsoever.
3. That the Plaintiff further recover from said Defendant all costs of this action.
4. For such other and further relief as the Court may deem just and proper.

This the 24th day of July, 2015.

SESSOMS & ROGERS, P.A.

By: 
Mitchell A. Meyers
Attorney for Plaintiff
P.O. Box 110564
Durham, North Carolina 27709
Telephone: (919) 688-1000

POUNDS EX 0066



Belk Rewards Credit Card

IRIS A POUNDS

Account Number: 9007

Visit us at www.belkcredit.com
Customer Service: 1-800-669-8550

Summary of Account Activity

Previous Balance	\$945.31
- Payments	\$64.00
+ Fees Charged	\$35.00
+ Interest Charged	\$18.45
New Balance	\$934.76
Credit Limit	\$1,000.00
Available Credit	\$65.00
Statement Closing Date	10/04/2013
Days in Billing Cycle	30

Payment Information

New Balance	\$934.76
Amount Past Due	\$81.00
Total Minimum Payment Due	\$144.00
Payment Due Date	10/27/2013

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$35.00.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay ...	You will pay off the balance shown on this statement in about ...	And you will end up paying an estimated total of ...
Only the Minimum payment	5 years	\$1,477.00

If you would like information about credit counseling services, call 1-877-302-8775.

Rewards Points Summary

Previous Point Balance	0
Points Earned This Period	0
Points Converted to Rewards	0
Current Point Balance	0
Points to Next Reward	400
Rewards Earned This Year	\$0

Belk Account News

Current Year-To-Date Spend: \$0.00
Spend Needed For Elite Status: \$1,500.00
Points To Next Reward: 400

Use Your Belk Card to Enjoy Exceptional Value, Savings And Rewards!
Remember You Earn 1 Point For Every Dollar You Spend, Some Exclusions Apply.

Basic	Premier \$600	Elite \$1500
\$0	\$375	\$750
		\$1125
		\$1500

PAYMENT DUE BY 5 P.M. (ET) ON THE DUE DATE.

NOTICE: We may convert your payment into an electronic debit. See reverse for details, Billing Rights and other important information.

6120 E311 1 7 4 13:004 D PAGE 1 of 5 9356 1500 D322 018W6:20

Detach and mail this portion with your check. Do not include any correspondence with your check.



Total Minimum Payment Due	Past Due Amount	Payment Due Date	New Balance
\$144.00	\$81.00	10/27/2013	\$934.76

Payment Enclosed: \$
Please use blue or black ink.

New address or email? Print changes on back.



IRIS A POUNDS
109 RED BIRD DR
DURHAM NC 27704-5184

Make Payment To: BELK/GECRB
PO BOX 530940
ATLANTA, GA 30353-0940

POUNDS EX 0067

EXHIBIT

A



Transaction Summary						
Tran Date	Post Date	Reference Number	Plan Type	Description of Transaction or Credit		Amount
09/13	09/13	P8356008000XTMJG7		ONLINE PYMT-THANK YOU ALPHARETTA GA		(\$64.00)
				FEES		
09/27	09/27			LATE FEE		\$35.00
				TOTAL FEES FOR THIS PERIOD		\$35.00
				INTEREST CHARGED		
10/04	10/04			INTEREST CHARGE ON PURCHASES		\$18.45
				TOTAL INTEREST FOR THIS PERIOD		\$18.45
2013 Totals Year-To-Date						
Total Fees charged in 2013					\$193.00	
Total Interest charged in 2013					\$187.82	
Total Interest Paid in 2013					\$134.97	

Interest Charge Calculation						
Your Annual Percentage Rate (APR) is the annual interest rate on your account.						
Type of Balance	Expiration Date	ANNUAL PERCENTAGE RATE	Balance Subject to Interest Rate	Interest Charge		Balance Method
Regular Purchases	N/A	24.49%	\$916.65	\$18.45		2D

Cardholder News and Information

Your account reflects an amount past due. If you are having difficulty making this payment, we have several temporary repayment options available to help make things easier for you. Call 1-800-347-1170 today to find out if you are eligible for one of our payment options.

Cardholder Benefits and Information

Sign up for electronic statements - just go to www.belkcredit.com/ebill.

View your recent transactions, pay your bill and manage your account all at www.belkcredit.com.

The best reason to love Mondays. My Belk Rewards Mondays. Shop online the first Monday of each month and receive exclusive savings just for Belk Rewards cardholders. Subject to credit approval.

Thank you for being a valued Belk Rewards Cardholder...Enjoy an extra 20% off (15% Home/Shoes) on purchases made with your Belk Rewards Card during our Belk Days Sale -October 16th - 18th. Subject to credit approval. Some exclusions apply, see store associate for details.

Never miss a Belk sale with your Belk Rewards Card! Text "Rewards" to 23551 and opt-in for Belk coupons & sale info via text. Msg/data rates may apply. Happy shopping!



Cardholder News and Information

Statement not provided to customer.

Please Note: Enclosed is the Privacy Policy for this account. Please take a moment to read it, then keep it with other financial documents. If you have previously opted-out, you do not need to do so again.

Cardholder Benefits and Information

Sign up for electronic statements - just go to www.beikcredit.com/ebill.

POUNDS EX 0070



GE Capital

BILL of SALE

PRA - PLCC Fresh- April 2014

For value received and in further consideration of the mutual covenants and conditions set forth in the Forward Flow Receivables Purchase Agreement (the "Agreement"), dated as of this 16th day of January, 2014 by and between General Electric Capital Corporation, GE Capital Retail Bank, GEMB Lending, Inc., Monogram Credit Services, L.L.C., RFS Holding, L.L.C., and GEM Holding, L.L.C. (collectively "Seller") and Portfolio Recovery Associates, LLC ("Buyer"), Seller hereby transfers, sells, conveys, grants, and delivers to Buyer, its successors and assigns, without recourse except as set forth in the Agreement, to the extent of its ownership, the Receivables as set forth in the Notification Files (as defined in the Agreement), delivered by Seller to Buyer on April 19, 2014, and as further described in the Agreement.

GE Capital Retail Bank

By: Ken Wojcik
Ken Wojcik

Title: EVP Collections & Recovery

Date: 4.25.14

General Electric Capital Corporation

By: Ken Wojcik
Attorney in Fact Ken Wojcik

Date: 4.25.14

GEMB Lending, Inc.

By: Ken Wojcik
Attorney in Fact Ken Wojcik

Date: 4.25.14

Monogram Credit Services, L.L.C.

By: Ken Wojcik
Attorney in Fact Ken Wojcik

Date: 4.25.14

RFS Holding, L.L.C.

By: Ken Wojcik
Attorney in Fact Ken Wojcik

Date: 4.25.14

GEM Holding, L.L.C.

By: Ken Wojcik
Attorney in Fact Ken Wojcik

Date: 4.25.14

Portfolio Recovery Associates, LLC

By: Chris S. G.

Title: Authorized Signer

POUNDS EX 0071

EXHIBIT

B

account_number	9007
record_type	A
sequence_number	00
Title	
customer_type	I
name	POUNDS IRIS
account_address_1	109 RED BIRD DR
account_address_2	
city	DURHAM
county	
state	NC
zip_code	27704-5184
home_phone_number	0000000000
work_phone_number	0000000000
birth_date	
employers_name	
employers_address	
loan_type_code	CHAC
lending_officer_code	MPL467
user_field	0181
dps_id_agency_atty_code	PR1S
dealer_code	
charge_off_reason_code	UNPY
account_status	SF5
interest_rate	0000
source_code	A
receipt_date	20140304
contract_date	20120802
charge_off_date	20140302
last_payment_date	20130913
charge_off_amount	000082870
associated_costs	000000000
accrued_interest	000026058
current_balance	0000108928
net_principal	000082870
net_associated_costs	000000000
net_interest	000026058
last_comment_line_1	
last_comment_line_2	
last_comment_line_3	
last_comment_date	00000000
second_name_1	
second_name_2	
monthly_income	000000000
other_income	000000000

POUNDS EX 0072

monthly_payment	000000000
other_obligations	000000000
own_rent_code	
recovery_score	000
next_payment_date	20140304
last_interest_date	00000000
last_contact_date	20130918
commission_rate	0000
home_phone_flag	
work_phone_flag	
address_flag	
customer_id	4404
filler	
agency_code	
format_code	B
LPA	00000006400
FDOD	20130804
LANG_IND	EN
co_name	
co_account_address_1	
co_account_address_2	
co_city	
co_county	
co_state	
co_zip_code	
co_home_phone_number	
co_work_phone_number	
co_birth_date	
co_employers_name	
co_employers_address	
co_customer_id	
liable	

POUNDS EX 0073

DURHAM COUNTY CLERK OF SUPERIOR COURT CIVIL RECEIPTING

FILE NO(S): 15cvd 4120 VCAP FLAG (Y) / (N)
PAYOR NAME:
PAYEE NAME: 53043 + Rogers, P.A.
FILING FEES: CVS \$ 1 CVDC \$ 150.⁰⁰
 CDDC \$

 NOH\$ (21450) ALPL \$ (21455)
 FACILITY FEES \$ (22120) PLDP \$
 ENDORSEMENT \$ (21455) (24625) PRO HAC VICE \$
(21400) REST OF CITIZENSHIP\$ (21400) LIS PENDENS \$
(24310) TRIAL DE NOVO \$ (21400) CONFESSION OF JDGMT \$
(26130) CONDEMNATIONS \$ (22220) CHANGE OF VENUE \$
(21400) NOC \$ (24335) MISC.FEES \$

 ADCANTA BANK CORP
 AMERICAN EXPRESS BANK
 AMERICAN EXPRESS CENTURION BANK
 AMERICAN GENERAL FIN SERVICE 9
 AUTO-OWNERS INSURANCE CO
 ERIE INSURANCE EXCHANGE
 HEAVNER FURNITURE
 AMERICAN EXPRESS BANK
 BANK OF AMERICA
 BARCLAYS BANK DELAWARE
 FORD MOTOR CREDIT CO. INC
 BRANCH BAKING & TRUST CO
 CAPITAL ONE BANK (USA) NA
 CAVALRY SPV I, LLC
 CENTRAL MUTUAL INSURANCE CO
 CITIBANK
 CLEMENTS FUNERAL SERVICE INC
 COASTAL FEDERAL CREDIT UNION
 CITY/COUNTY OF DURHAM
 CREDIGY RECEIVABLES INC
 DEPT. STORES NATIONAL BANK
 CITIBANK, NA

 FAN DISTRIBUTING LLC
 FIA CARD SERVICES NA
 GEMINI CAPITAL GROUP, LLC
 GLOBAL ACCEPTANCE CREDIT CO, LP
 GOVERNMENT EMPLOYEES INS CO
 DUKE UNIVERSITY FCU
 DISCOVER BANK
 HSBC BANK
 HUTCHINGS & HUTCHINGS, CPC PA
 MAZDA AMERICAN CREDIT
 NATIONAL FINANCE
 NATIONAL FINANCE CO INC
 NORTH STATE ACCEPTANCE
 / PORTFOLIO RECOVERY ASSOCIATES LLC
 PUBLIC SERVICE OF NC, INC
 RTP FEDERAL CREDIT UNION
 STATE EMPLOYEES' CREDIT UNION
 STATE FARM BANK
 SUNTRUST BANK
 TARGET NATIONAL BANK
 UNIFUND CCR PARTNERS
 COUNTY/CITY OF DURHAM

/ PAID CASH & TOOK COPIES TO SHERIFF TOOK COPIES TO SHERIFF MAILED OUT 85-15
Chell

MONICA RICHARDSON~EXT3086

POUNDS EX 0074

FILE NO(S): _____ VCAP FLAG (Y) _____ (N) _____

PAYOR NAME: _____

PAYEE NAME: _____

FILING FEES: _____ CVM \$ _____

_____ MISC FEES \$ _____

DURHAM COUNTY CLERK OF SUPERIOR COURT

RECEIVED

12/09/16 09:11:15

PAYOR: PORTFOLIO MANAGEMENT ASSOC

PAYEE: PD BY BESSON & ROGERS

CASE#: 1500004120 VCAP:Y

CITAH:

_____ CITIFINANCIAL

_____ HEAVNER FURNITURE

_____ KIMBRELLS FURNITURE

_____ ONEMAIN FINANCIAL

_____ NATIONAL FINANCE CO INC

_____ TIME FINANCING SERVICE

_____ APPLE REALTY

_____ ALLENTON MGT

_____ ASSOC REALTY INC

_____ WILLOWDALE AI

_____ MORRENE MAN

_____ MORRENE WEST

_____ LOEBSACK & BRC

_____ BROWNLEE LAW

_____ CAMBRIDGE VILL

_____ CAMDEN POINTE

_____ CAMPUS CROSSII

_____ CASA

_____ GLENDALE APTS

_____ CHRIS FELDER

_____ CIC & ASSOC

_____ PPA PROPERTIES,

_____ CRYSTAL VILLAGE

_____ RENTAL REALTY I

_____ DURHAM HOUSI

_____ EDGEWOOD PRC

_____ S & L ENTERPRISE

_____ ENO REALTY

_____ EVANS REALTY H

_____ SERVICE PLUS RE

_____ EXCELNAMICS IN

_____ SOUTH EAST REA

_____ L&S PROPERTIES

_____ STONEWOOD AF

_____ JENKINS' AFFORI

_____ RTP FEDERAL CREDIT UNION

_____ SCHEWEL FURNITURE

_____ SPRINGLEAF FINANCIAL SERVICES

_____ STATE EMPLOYEES CREDIT UNION

_____ REGIONAL FINANCE

_____ QPN LYNNHAVEN

_____ JOE HICKS REAL ESTATE

_____ MAPLEWOOD APTS

21220 DC-CIVIL FEES 127.55

21220 DC-CV LPA FEES 2.45

24691 JUD TECH & FAC 4.00

22220 DC-FEE D CV 16.00

TOTAL PAID 150.00

CO TENDERED 150.00

CHANGE .00

OCIATES 4601 ID CIVIL

AGE

S

VNHOMES

MUNITIES

GATE

TS

HOMES

7 OF WAKE CO

7 MGT LLC

TS

ENTALS

OC

UNITY LAND TRUSTEES INC

TS

EALTORS

E APTS

LS INC

K LTD PTNSHP

PROPERTY MGT

ESTATE

ES

TS

:

CEPTANCE

DURHAM COUNTY CLERK OF SUPERIOR COURT

RECEIVED

12/09/16 09:11:15

PAYOR: PORTFOLIO MANAGEMENT ASSOC

PAYEE: PD BY BESSON & ROGERS

CASE#: 1500004120 VCAP:Y

CITAH:

21220 DC-CIVIL FEES 127.55

21220 DC-CV LPA FEES 2.45

24691 JUD TECH & FAC 4.00

22220 DC-FEE D CV 16.00

TOTAL PAID 150.00

CO TENDERED 150.00

CHANGE .00

4601 ID CIVIL

☐ PAID CASH & TOOK COPIES TO SHERIFF

☐ TOOK COPIES TO SHERIFF

☐ MAILED OUT _____

DURHAM COUNTY CLERK OF SUPERIOR COURT CIVIL RECEIPTING

MONICA RICHARDSON~EXT3086

POUNDS EX 0075

SESSOMS & ROGERS, P.A.
ATTORNEYS AT LAW

FILED

15 OCT -7 AM 9:17

MAILING ADDRESS:
P.O. Box 110564
DURHAM, NC 27709

DURHAM COUNTY TELEPHONE (919) 688-1000
FACSIMILE (919) 688-9000

September 29, 2015

BY _____

Clerk of Superior Court
Durham County Courthouse
510 South Dillard Street
Durham, North Carolina 27701

Re: Portfolio Recovery Associates, LLC
v.
Iris Pounds
Durham County Case No. 15 CvD 4120

Dear Sir or Madam:

Enclosed please find the original and one (1) copy of the Affidavit and Motion for Judgment by Default, the Entry of Default, and the proposed Judgment by Default in this case.

Pursuant to the holding in Taylor v. Triangle Porsche-Audi, Inc., 27 N.C. App. 711, 220 S.E.2d 396 (1975), please file the Affidavit and Motion, enter the Default, and enter the proposed Judgment by Default as authorized by N.C. Gen. Stat. § 1A-1, § 58-70-155, Rules 55(a) and 55(b)(1). Thereafter, please return the copy of each document to our office in the enclosed self-addressed, stamped envelope.

Thank you very much for your assistance. If you have any questions or if you need additional information, please contact our firm at the address or telephone number listed above.

Sincerely yours,

SESSOMS & ROGERS, P.A.

S&R:cmd
Enclosures

POUNDS EX 0076

14 CVD 2019

**LEAD DOCUMENT FOR
SCANNING**

AUDIT TRAIL

[illegible]

EXHIBIT

7

POUNDS EX 0077

STATE OF NORTH CAROLINA

File

Abstract No.

14CVD2019

Judgment Docket Book & Page No.

Durham

County

In The General Court Of Justice
☒ District ☐ Superior Court Division

Name Of Plaintiff(s)

Portfolio Recovery Associates, LLC

VERSUS

Name Of Defendant(s)

Carlton Miller

Name And Address

T
O
Sessoms & Rogers, P.A.
P.O. Box 110564
Durham, N.C. 27709☒ Attorney Of Record For Party☐ Party In whose Favor Judgment RenderedNOTICE
PAYMENT ON JUDGMENT☒ JUDGMENT PAID IN FULL☐ PARTIAL PAYMENT

G.S. 1-239(a), (b)

The amount shown below has been paid to the undersigned Clerk of Superior Court and credited against the above judgment. According to our records, the judgment is paid ☒ IN FULL. ☐ in part.

Date Of Payment

08/19/2016

Amount Of Payment

\$ 1,541.76

IMPORTANT NOTICE

If this notice states that this judgment is paid IN FULL and you dispute that determination, you must, within ten (10) days of the date of this Notice, notify this office of your dispute. If you do not do so, the judgment docket will be marked "PAID AND SATISFIED IN FULL".

CERTIFICATE OF SERVICE

I certify that on this date I gave the above notice to the attorney for the party in whose favor the above judgment was rendered or, if there is no attorney of record, to the party ☐ in person. ☒ by depositing the same in the United States mail in an envelope bearing proper postage and addressed as is shown above.

Date

08/19/2016

Signature

Regina Neme

☒

Deputy CSC

☐

Assistant CSC

☐

Clerk Of Superior Court

26115-1541.76

CK 418806

DATE 8-22-16

STATE OF NORTH CAROLINA

Case No.

14CVD-2017

A002 708657

Curran County

Payee Name (First, Middle, Last)

Portfolio Recovery Associates, LLC

PAYMENT AUTHORIZATION

Street

Ch. Sessions Rogers Pk. Box 110564

Case Name

Portfolio Recovery Assoc. vs.

City

Curran

State

NC

Zip

27209

Phone No.

Contact Name

Remarks

☐ Judgment ☐ Condemnation ☐ Cash Bond ☐ Trust

AVBUI DATA ENTRY

Date

Initials

☐ Previously Added

Date

8-19-16

Authorization Signature

Regina Nance

☒ Deputy CSC ☐ Assistant CSC ☐ Clerk Of Superior Court

PAYMENT/DISTRIBUTION SECTION

☒ Regular (AMU/H)

☐ Manual (AMU/M)

Amount

\$1,541.76

Interest

0

Payment Date

Payment #

A002 708657

Payment Amount

\$1,541.76

Check Date (Manual Check Only)

Check # (Manual Check Only)

1099 ☐ Yes

If yes, 1099 Code

☒ N6

Check Stub Code

Comment

GENERAL LEDGER DISTRIBUTION

Fund	Acct.	Description	Case #	ID	Subledger	Amounts
10	1	Investment (to invest funds)				
10	26110	Judgment	<u>Sec #</u>			
10	26120	Judgment Other	<u>1060472</u>			
10	26130	Condemnation Awards				
10	26210	Cash Bond				
10	26310	Trust				
10	26390	Trust (withdrawal)				
10	26600	Deposits Payable				
10	29100	Refund Of Fees				
10						
10						

NOTE: Unshaded portion of form to be completed by other than bookkeeper. Shaded portion of form to be completed by bookkeeper only.

Date

Batch ID

Initials

Case File Copy
For Estates, Special Proceedings and Trust only)

CLERK of SUPERIOR COURT DURHAM CO.
CIVIL RECEIPTING

Payor Name: Miller Carlton
(Party to Case)

14CVD 2019
FILE NUMBER

Payee Name: Durham Co Sheriff - execution
(Pd by: attorney, interested party, etc.)

Flag for VCAP = YES

FILING FEES: (original/counterclaim/cross-claim)

- ☐ CVSC Superior \$200.00
☐ CVDC District \$150.00
☐ CVMC Small Claim \$ 96.00

SERVICE FEES:

- ☐ WRIT OF EXECUTION 21430 \$ _____
☐ WRIT OF POSSESSION 21430 \$ _____
☐ SHERIFF 22515 \$ _____

JUDGMENT PAYMENT:

JUDGMENT ABSTRACTING JMT 3001
☒ FULL ☐ PARTIAL

1541.76

DURHAM COUNTY CLERK OF COURT

ABSTRACT NUMBER: J001
R060472 08/18/16 16:41:06

PAYOR: CARLTON, MILLER
PAYEE: PD BY DURHAM CO SHERIFF
CASE#: 14CVD002019 VCAP: Y
CITAH:

26115 JUDGMENTS CIVIL 1,541.76

TOTAL PAID 1,541.76
CO TENDERED 1,541.76
CHANGE .00

15 ID C31DT0

Flag for VCAP = NO

FILING FEES:

- ☐ CDDG-Divorce/Disp. Home \$ 225.00
☐ CVDC Domestic \$ 150.00
☐ CVAC District Court Appeal from Magistrate \$ 146.00

SERVICE FEES:

- ☐ WRIT OF EXECUTION 21400 \$ _____
☐ WRIT OF POSSESSION 21400 \$ _____
☐ SHERIFF 22515 \$ _____

☒ BOND RENT 26220 \$ _____

JUDGMENT PAYMENT:
JUDGMENT IN DOCKET BOOK

☐ FULL ☐ PARTIAL Book Page

- ☐ JUDGMENT 26110 \$ _____
☐ BOND FORFEITURE 22800 \$ _____
(PRIOR TO JUDGMENT)

☐ TRANSCRIPT FEE 21400 \$ _____
Transcript # _____
County _____

- ☐ SUPPL PROCEEDING 21400 \$ _____
☐ MOTION FEE 21450 \$ _____

MISCELLANEOUS FEES:

- ☐ MISC FILING FEE 21400 \$ _____
☐ COPY 21410 \$ _____
☐ CIVIL BONDS 26210 \$ _____
☐ CONDEMNATION 26130 \$ _____
☐ TRUST (Minor's portion) 26310 \$ _____
☐ ARBITRATION FEES 24311 \$ _____
(CVD - BEFORE JUDGMENT)
☐ VSA, REGISTRATION, 21400 \$ _____
PASSPORTS, ETC
☐ LIS PENDENS 21400 \$ _____
☐ UPSET BID 26700 \$ _____

POUNDS EX 0080

VIEWED BY: R. Korse

DATE: 8-18-16

TOTAL: \$ 1,541.76

DURHAM COUNTY CLERK OF COURT

ABSTRACT NUMBER:J001

RD6D472

08/18/16 16:41:06

PAYOR: CARLTON, MILLER

PAYEE: PD BY DURHAM CO SHERIFF

CASE#: 14CV0002019 VCAP:Y

CITAH:

26115 JUDGMENTS CIVIL 1,541.76

TOTAL PAID 1,541.76

CO TENDERED 1,541.76

CHANGE .00

5535 ID C31D7D

POUNDS EX 0081

STATE OF NORTH CAROLINA

PAID JUN 03 2016

File No.

14 CvD 2019

Abstract No.

J601

Judgment Book & Page No. In Original County

Durham

County

In The General Court Of Justice

Name And Address Of Plaintiff

PORTFOLIO RECOVERY ASSOCIATES, LLC

c/o Sessoms & Rogers, P.A.

P.O. Box 110564

Durham, North Carolina 27709

WRIT OF EXECUTION

427859

G.S. 1-313(1); 1C, Art. 16

Name And Address Of Defendant 1

CARLTON MILLER

1031 Kimball Drive

Durham, NC 27705

SSN ***-**-3525 Home Phone: (919)309-9874

Name And Address Of Defendant 2

427859



201612384

To The Sheriff Of Durham

County:

Judgment in favor of the plaintiff was rendered in this case against the defendant. By terms of that judgment the following sums are now due:

Principal Due As Of Today.....

\$ 1191.76

Plus Dollar Amount Of Interest Due As Of Today.....

\$ 0.00

Plus Court Cost Due As Of Today.....

\$ 350.00

Plus Other.....

\$ 0.00

Total Due As Of Today.....

\$ -1541.76

see worksheet

Plus, interest on the principal at the rate set out below shall be due from the date shown below, and a sheriff's commission shall be collected on sales of property or funds collected of 5% on the first \$500 and 2-1/2% on all sums over \$500.

(NOTE: Interest is due on all bond forfeiture judgments for appearance bonds signed on or after 10/1/99.)

Date From Which Interest Due	Date Of Judgment May 2, 2014	County To Which Issued Durham	File No. 14 CvD 2019
Rate Of Interest 0.0000	<input type="checkbox"/> Contract Rate <input type="checkbox"/> Legal Rate	Daily Interest Rate \$0.00	Judgment Docket Book & Page No.
		Transcript No.	Date And Time Of Docketing 05/02/2014 1:06 pm

You are commanded to satisfy the judgment:

- ☒ out of the personal property of the defendant, and if sufficient personal property cannot be found, then out of the real property belonging to the defendant on the day the judgment was docketed in your county as shown above or any time after that date.
- ☐ except as to property of the defendant set off as exempt (a list of which is attached) out of the personal property of the defendant within your county and if sufficient personal property cannot be found, then out of the real property belonging to the defendant on the day the judgment was docketed in your county as shown above or any time after that date.

Additional Order For Satisfying Judgment

The defendant was served with a Notice of Right to Have Exemptions Designated more than 20 days prior to this date, and no response thereto has been filed. The defendant has therefore waived any right to claim statutory exemptions, pursuant to the provisions of G.S. § 1C-1603(e)(2).

County In Which Order To Be Served Durham County	Date Issued JUN - 2 2016
Name And Address Of Creditor's Attorney Andrew E. Hoke (919) 688-1000 P.O. Box 110564 Durham, North Carolina 27709 Rhonda G. Roy - (919) 688-1000	Signature Lisa P. Strickland Deputy CSC <input type="checkbox"/> Deputy CSC <input type="checkbox"/> Assistant CSC <input type="checkbox"/> Clerk Of Superior Court

(Over)



* E X O 0 0 2 2 4 9 5 2 *

POUNDS EX 0082

RETURN OF EXECUTION

This Writ Of Execution was served as follows:

☒ by collecting the amount owed.

☐ by levying on and selling the property of the defendant described below and returning to the court the balance shown below.

Date Of Levy

Description Of Property Levied On And Sold

8/02/2016

As a result of a bank levy sent to BB&T on 7/14/2016 received a BB&T Official check in the amount of \$1592.80.

FILED

16 AUG 18 PM 4:00

DURHAM COUNTY, C.S.C.

BY

Total Sum Collected

\$ 1592.80

Amount Retained As Commission

\$ 51.04

Amount Retained For Expenses

\$

Balance Returned

\$ 1541.76

☐ I did not serve this Writ Of Execution because:

☐ I did not locate property on which to levy.

☐ Other: (specify)

Service Fee Paid

\$

Date Received

Name of Sheriff (Type Or Print)

M. A. Andrews

Paid By

Date Executed

County

7/14/16

Durham

Date Of Return

8/2/16

Signature Of Deputy Sheriff Making Return

N. McCluskey

AOC-CV-400, Side Two, Rev. 9/03

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POUNDS EX 0083

STATE OF NORTH CAROLINA

File No.

14 CvD 2019

Abstract No.

J601

Durham

County

Judgment Book & Page No. In Original County

In The General Court Of Justice

Name And Address Of Plaintiff

PORTFOLIO RECOVERY ASSOCIATES, LLC
 c/o Sessoms & Rogers, P.A.
 P.O. Box 110564
 Durham, North Carolina 27709

WRIT OF EXECUTION

G.S. 1-313(1); 1C, Art. 16

VERSUS

Name And Address Of Defendant 1

CARLTON MILLER
 1031 Kimball Drive
 Durham, NC 27705
 SSN ***-**-3525 Home Phone: (919)309-9874

Name And Address Of Defendant 2

To The Sheriff Of Durham County:

Judgment in favor of the plaintiff was rendered in this case against the defendant. By terms of that judgment the following sums are now due:

Principal Due As Of Today.....	\$ 1191.76
Plus Dollar Amount Of Interest Due As Of Today.....	\$ 0.00
Plus Court Cost Due As Of Today.....	\$ 350.00
Plus Other.....	\$ 0.00
Total Due As Of Today.....	\$ 1541.76

Plus, interest on the principal at the rate set out below shall be due from the date shown below, and a sheriff's commission shall be collected on sales of property or funds collected of 5% on the first \$500 and 2-1/2% on all sums over \$500.

(NOTE: Interest is due on all bond forfeiture judgments for appearance bonds signed on or after 10/1/99.)

Date From Which Interest Due	Date Of Judgment May 2, 2014	County To Which Issued Durham	File No. 14 CvD 2019
Rate Of Interest 0.0000	<input type="checkbox"/> Contract Rate <input type="checkbox"/> Legal Rate	Daily Interest Rate \$0.00	Judgment Docket Book & Page No. Transcript No. Date And Time Of Docketing 05/02/2014 1:06 pm

You are commanded to satisfy the judgment:

- ☒ out of the personal property of the defendant, and if sufficient personal property cannot be found, then out of the real property belonging to the defendant on the day the judgment was docketed in your county as shown above or any time after that date.
- ☐ except as to property of the defendant set off as exempt (a list of which is attached) out of the personal property of the defendant within your county and if sufficient personal property cannot be found, then out of the real property belonging to the defendant on the day the judgment was docketed in your county as shown above or any time after that date.

Additional Order For Satisfying Judgment

The defendant was served with a Notice of Right to Have Exemptions Designated more than 20 days prior to this date, and no response thereto has been filed. The defendant has therefore waived any right to claim statutory exemptions, pursuant to the provisions of G.S. § 1C-1603(e)(2).

County In Which Order To Be Served Durham County	Date Issued JUN - 2 2016
Name And Address Of Creditor's Attorney Andrew E. Hoke (919) 688-1000 P.O. Box 110564 Durham, North Carolina 27709 tn: Rhonda G. Roy - (919) 688-1000	Signature Lisa P. Strickland Deputy CSC <input type="checkbox"/> Deputy CSC <input type="checkbox"/> Assistant CSC <input type="checkbox"/> Clerk Of Superior Court

(Over)



* E X 0 0 0 0 2 2 4 9 5 2 *

POUNDS EX 0084

RETURN OF EXECUTION

This Writ Of Execution was served as follows:

- ☐ by collecting the amount owed.
- ☐ by levying on and selling the property of the defendant described below and returning to the court the balance shown below.

Date Of Levy	Description Of Property Levied On And Sold

Total Sum Collected	Amount Retained As Commission	Amount Retained For Expenses	Balance Returned
\$	\$	\$	\$

☐ I did not serve this Writ Of Execution because:

☐ I did not locate property on which to levy.

☐ Other: (specify)

Service Fee Paid	Date Received	Name of Sheriff (Type Or Print)
\$		
Paid By	Date Executed	County
	Date Of Return	Signature Of Deputy Sheriff Making Return

CLERK of SUPERIOR COURT, DURHAM CO.
CIVIL RECEIPTING

DURHAM COUNTY CLERK OF COURT

0057062

06/03/16 10:50:27

Payor Name:

Portfolio
(Party to Case)

Sessoms

PAYOR: PORTFOLIO
PAYEE: PD BY SESSOMS
CASE#: 14CV0002019 VCAP:N
CITAH: FILE NUMBER

21400 MISC SPEC FEES 25.00

1228365

25.00
ck No. 1228365

DURHAM COUNTY CLERK OF COURT

0057062

06/03/16 10:50:27

PAYOR: PORTFOLIO

PAYEE: PD BY SESSOMS

CASE#: 14CV0002019 VCAP:N

CITAH:

21400 MISC SPEC FEES

25.00

TOTAL PAID

25.00

CD TENDERED

25.00

CHANGE

.00

5343 ID C31LQT

SF MS & ROGERS, P.A.

Clerk of Supr

Durham Cour

510 South D

Durham, NC

Portfolio Rec

Filing Fee fo

Claim #: 22

Court File:

REVIEWED BY:

DATE: 6-3-16

TOTAL: 25.00

POUNDS EX 0086

STATE OF NORTH CAROLINA

File No.

14 CvD 2019

Abstract No.

Judgment Book & Page No. in Original County

Durham County

In The General Court Of Justice

Name And Address Of Plaintiff

PORTFOLIO RECOVERY ASSOCIATES, LLC
 c/o Sessoms & Rogers, P.A.
 P.O. Box 110564
 Durham, North Carolina 27709

WRIT OF EXECUTION

G.S. 1-313(1); 1C, Art. 16

VERSUS

Name And Address Of Defendant 1

CARLTON MILLER
 1031 Kimball Drive
 Durham, NC 27705
 SSN ***-**-3525 Home Phone: (919)309-9874

Name And Address Of Defendant 2

N

To The Sheriff Of Durham County:

Judgment in favor of the plaintiff was rendered in this case against the defendant. By terms of that judgment the following sums are now due:

Principal Due As Of Today.....	\$ 1191.76
Plus Dollar Amount Of Interest Due As Of Today.....	\$ 0.00
Plus Court Cost Due As Of Today.....	\$ 350.00
Plus Other.....	\$ 0.00
Total Due As Of Today..... May 24, 2016	\$ 1541.76

Plus, interest on the principal at the rate set out below shall be due from the date shown below, and a sheriff's commission shall be collected on sales of property or funds collected of 5% on the first \$500 and 2-1/2% on all sums over \$500.

(NOTE: Interest is due on all bond forfeiture judgments for appearance bonds signed on or after 10/1/99.)

Date From Which Interest Due	Date Of Judgment May 2, 2014	County To Which Issued Durham	File No. 14 CvD 2019
Rate Of Interest 0.0000	<input type="checkbox"/> Contract Rate <input type="checkbox"/> Legal Rate	Daily Interest Rate \$0.00	Judgment Docket Book & Page No.
		Transcript No.	Date And Time Of Docketing 05/02/2014 10:00

You are commanded to satisfy the judgment:

- ☒ out of the personal property of the defendant, and if sufficient personal property cannot be found, then out of the real property belonging to the defendant on the day the judgment was docketed in your county as shown above or any time after that date.
- ☐ except as to property of the defendant set off as exempt (a list of which is attached) out of the personal property of the defendant within your county and if sufficient personal property cannot be found, then out of the real property belonging to the defendant on the day the judgment was docketed in your county as shown above or any time after that date.

Additional Order For Satisfying Judgment

The defendant was served with a Notice of Right to Have Exemptions Designated more than 20 days prior to this date, and no response thereto has been filed. The defendant has therefore waived any right to claim statutory exemptions, pursuant to the provisions of G.S. § 1C-1603(e)(2).

County In Which Order To Be Served Durham County	Date Issued
Name And Address Of Creditor's Attorney Andrew E. Hoke (919) 688-1000 P.O. Box 110564 Durham, North Carolina 27709 Attention: Rhonda G. Roy - (919) 688-1000	Signature
	<input type="checkbox"/> Deputy CSC <input type="checkbox"/> Assistant CSC <input type="checkbox"/> Clerk Of Superior Court

(Over)



* E X O O O 2 2 4 9 5 2 *

POUNDS EX 0087

RETURN OF EXECUTION			
<p>This Writ Of Execution was served as follows:</p> <p><input type="checkbox"/> by collecting the amount owed.</p> <p><input type="checkbox"/> by levying on and selling the property of the defendant described below and returning to the court the balance shown below.</p>			
Date Of Levy	Description Of Property Levied On And Sold		
<i>Total Sum Collected</i>	<i>Amount Retained As Commission</i>	<i>Amount Retained For Expenses</i>	<i>Balance Returned</i>
\$	\$	\$	\$
<p><input type="checkbox"/> I did not serve this Writ Of Execution because:</p> <p style="margin-left: 20px;"><input type="checkbox"/> I did not locate property on which to levy.</p> <p style="margin-left: 20px;"><input type="checkbox"/> Other: <i>(specify)</i></p>			
<i>Service Fee Paid</i>	<i>Date Received</i>	<i>Name of Sheriff (Type Or Print)</i>	
\$			
<i>Paid By</i>	<i>Date Executed</i>	<i>County</i>	
	<i>Date Of Return</i>	<i>Signature Of Deputy Sheriff Making Return</i>	
<p>AOC-CV-400, Side Two, Rev. 9/03</p> <p>© 2003 Administrative Office of the Courts</p>			

POUNDS EX 0088

STATE OF NORTH CAROLINA

File No.

14 CivD 2019

Abstract No.

Judgment Docket Book And Page No.

Durham

County

Date Judgment Filed

May 2, 2014

In The General Court Of Justice
☒ District ☐ Superior Court DivisionName Of Plaintiff
PORTFOLIO RECOVERY ASSOCIATES, LLC

VERSUS

Name Of Defendant

CARLTON MILLER

NOTICE OF RIGHT TO
HAVE EXEMPTIONS
DESIGNATED

G.S. 1C-1603

TO:

Name And Address Of Judgment Debtor 1

Carlton Miller
1031 Kimball Drive
Durham NC 27705

TO:

Name And Address Of Judgment Debtor 2

NOTE: Attach a copy of AOC-CV-407 if the judgment was filed before 1/1/06. For judgments filed after 1/1/06, attach AOC-CV-415.

A judgment has been entered against you in the case captioned above in which you have been ordered to
☒ pay money over to the judgment creditor. ☐ turn over various household belongings to the judgment creditor.

The judgment creditor (person who has the judgment against you) is now seeking to collect this judgment and has asked me to give you notice of your rights. Under the Constitution and laws of North Carolina, you have the right to exempt from the collection of the judgment certain of your property (in other words, to keep it from being taken from you). If you wish to keep your exempt property, you MUST fill out the attached Motion To Claim Exempt Property and mail or take it to the Clerk of Superior Court at the address listed below. You MUST also mail or take a copy to the judgment creditor at the address listed below. The law gives you another option of requesting, in writing, a hearing before the Clerk to claim your exemptions. If you make a written request for a hearing, you will be notified of the time and place of the hearing when you may claim your exemptions.

It is important that you respond to this Notice no later than twenty (20) days after it was served on you because you will lose valuable statutory rights if you do nothing. If you do not respond, you will give up your right to statutory exemptions and the judgment creditor may be able to take any or all of your property to satisfy the judgment. You have certain constitutional rights you may claim if you give up your statutory rights. You may wish to consider hiring an attorney to help you with this proceeding to make certain that you receive all the protections to which you are entitled.

NOTICE TO JUDGMENT DEBTOR: THERE ARE CERTAIN EXEMPTIONS UNDER STATE AND FEDERAL LAW THAT YOU ARE ENTITLED TO CLAIM IN ADDITION TO THE EXEMPTIONS LISTED IN THE MOTION TO CLAIM EXEMPT PROPERTY THAT IS ENCLOSED WITH THIS NOTICE. These exemptions may include social security, unemployment, and workers' compensation benefits and earnings for your personal services rendered within the last 60 days. There is available to you a prompt procedure for challenging an attachment or levy on your property.

Name And Address Of Judgment Creditor Or Attorney

Andrew E. Hoke
Sessoms & Rogers, P.A.
P.O. Box 110564
Durham, North Carolina 27709

Date

1-19-16

Signature

Regina Name

☒ Deputy CSC☐ Assistant CSC☐ Clerk Of Superior Court

Address Of The Clerk Of Superior Court

Clerk of Superior Court
Durham County Courthouse
Durham, North Carolina 27701

Telephone No.

(919) 688-1000

NOTICE TO THE JUDGMENT CREDITOR:

You may serve this Notice and the Motion To Claim Exempt Property by mailing a copy of each, registered or certified mail, return receipt requested, addressed to the judgment debtor. To prove service, you must file an affidavit (notarized by a notary public) with the Clerk asserting that (1) a copy of the Notice of Rights and Motion To Claim Exempt Property was deposited in the post office for mailing by registered or certified mail, return receipt requested; (2) it was in fact received as evidenced by the attached registry receipt or other evidence of delivery; and (3) the genuine receipt or other evidence of delivery is attached. You must attach the post office delivery receipt to the affidavit. Alternatively, you may choose to have this Notice and the Motion served by the sheriff. If you select this method, you must pay a service fee. If your attempted service by certified or registered mail or personal service by the sheriff fails, you may then serve the judgment debtor by mailing a copy of Notice and Motion to the judgment debtor at his/her last known address. To prove service, you must file a certificate with the Clerk that the notice and motion were served indicating why you used such service, the date the notice was mailed and the address to which it was mailed. Remember, you may NOT use service by regular first class mail until you have tried first to serve the judgment debtor personally or by certified or registered mail and such service was unsuccessful.

RETURN OF SERVICE

I certify that this Notice and a copy of a Motion to Claim Exempt Property were received and served as follows:

JUDGMENT DEBTOR 1

Date Served 2/3/16	Time Served 1:58 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	Name Of Judgment Debtor 1 Carlton Miller
-----------------------	--	---

- ☐ By delivering to the judgment debtor named above a copy of this Notice and Motion To Claim Exempt Property.
- ☒ By leaving a copy of this Notice and Motion To Claim Exempt Property at the dwelling house or usual place of abode of the judgment debtor named above with a person of suitable age and discretion then residing therein.

Name And Address Of Person With Whom Copies Left

ms miller-wife - 1031 Kimball Dr

☐ Other Manner Of Service (specify)

☐ Judgment debtor WAS NOT served for the following reason:

Service Fee Paid \$	Date Received	Name Of Sheriff (Type Or Print) Mr Andrews
Paid By	Date Of Return 2/3/16	County Durham
		Signature Of Deputy Sheriff Making Return S O Oakley # 129

JUDGMENT DEBTOR 2

Date Served	Time Served <input type="checkbox"/> AM <input type="checkbox"/> PM	Name Of Judgment Debtor 2
-------------	--	---------------------------

- ☐ By delivering to the judgment debtor named above a copy of this Notice and Motion To Claim Exempt Property.
- ☐ By leaving a copy of this Notice and Motion To Claim Exempt Property at the dwelling house or usual place of abode of the judgment debtor named above with a person of suitable age and discretion then residing therein.

Name And Address Of Person With Whom Copies Left

☐ Other Manner Of Service (specify)

☐ Judgment debtor WAS NOT served for the following reason:

Service Fee Paid \$	Date Received	Name Of Sheriff
Paid By	Date Of Return	County
		Signature Of Deputy Sheriff Making Return



GE Money

Account Services

Report a Card
Lost/Stolen

Thank You

BY _____

CARLTON MILLER - The following payment(s) have been successfully submitted:

Payment Date: 03/23/2011
Payment Amount: \$1,700.00
Payment ID: 21501850

Print this page for your records.

Payments received before 5 PM EST, Monday through Friday will be posted to your account the same day. Payments received after 5 PM EST, or on a weekend, will post to your account the following business day.

Payments that post to your account after the payment due date may result in a late payment fee being assessed to your account.

For additional information, including tools and resources to help better manage your credit, please visit: <http://gemoney.com/everydaymoney.html>

FILED

16 FEB -4 PM 2:48

DURHAM COUNTY, C.S.C.

filed
14 CV D2018

HOME DSGN-FLOORCARE/GEMB
GE Money

FILED

Cardholder Name: CARLTON D MILLER
Account Number : 1777
Statement Closing Date: 01/25/2011

File

14 CVD 2019

Summary of Account Activity		Payment Information	
Previous Balance	\$2,062.00	New Balance	\$2,029.00
+ New Purchases	\$0.00	Minimum Payment This Period	\$72.00
- Payments	\$70.00	Amount Past Due	\$144.00
+/- Credits, Fees & Adjustments (net)	\$37.00	Total Minimum Payment Due	\$216.00
+/- Interest Charge (net)	\$0.00	Payment Due Date	02/17/2011
New Balance	\$2,029.00	PAYMENT DUE BY 5 P.M. EASTERN ON THE DUE DATE. We may convert your payment into an electronic debit. See reverse side.	
Credit Limit	\$2,000.00		
Available Credit	\$0.00	Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$35.00 and your APRs may be increased to the Penalty APR of up to 29.990%.	
Overlimit Amount	\$29.00		
Days in Billing Period	32	Minimum Payment Warning: Making only the Total Minimum Payment Due will increase the amount of interest you pay and the time it takes to repay your balance. For example:	
Pay online for free at: www.gemoney.com For GE Money customer service or to report your card lost or stolen, call 1-866-396-8254.			
Best times to call are Wednesday - Friday.		If you make no additional charges using this card and each month you pay:	
		You will pay off the balance shown on this statement in about:	And you will end up paying an estimated total of:
		Only the minimum payment	15 years \$6,303.00
If you would like information about credit counseling services, call 1-877-302-8797.			

Promotional Expiration Notification
YOU MUST PAY EACH PROMOTIONAL BALANCE IN FULL BY ITS EXPIRATION DATE TO AVOID PAYING DEFERRED INTEREST CHARGES. PLEASE SEE THE PROMOTIONAL PURCHASE SUMMARY SECTION ON THIS STATEMENT FOR FURTHER DETAILS. YOU HAVE A PROMOTION(S) EXPIRING ON 04/24/11.

Promotional Purchase Summary					
Promotional Expiration Date	Promotional Balance	Deferred Interest Charge	Tran Date	Description	Initial Purchase Amount
04/24/2011	\$1,930.00	\$178.77	10/13/2010	With Payment Deferred Interest	\$2,000.00
On Deferred Interest promotions, Interest Charges accrued from the date of purchase will be added to your Account unless (1) the promotional purchase amount(s) is paid in full by the Promotional Expiration Date and (2) each Minimum Monthly Payment is paid by the Payment Due Date.					
To make more than one payment see Make Payment To address or pay online at www.gemoney.com .					

Transaction Summary				
Tran Date	Post Date	Reference Number	Description	Amount
01/03/2011	01/03/2011	853481204F3ARVNLB	PAYMENT - THANK YOU	\$70.00 CR
			FEES	
01/17/2011	01/17/2011		LATE FEE	\$35.00
01/25/2011	01/25/2011		MINIMUM INTEREST CHARGE	\$2.00
			PURCHASES	
			TOTAL FEES FOR THIS PERIOD	\$37.00

Continued on next page

POUNDS EX 0092

* NOTICE: See reverse side and additional pages (if any) for important information concerning your account.

For GE Money customer service or to report your card lost or stolen, call 1-866-396-8254.

Best times to call are Wednesday - Friday.

may be increased to the penalty APR of up to 29.99%.

Minimum Payment Warning: Making only the Total Minimum Payment Due will increase the amount of interest you pay and the time it takes to repay your balance. For example:

If you make no additional charges using this card and each month you pay	You will pay off the balance shown on this statement in about	And you will end up paying an estimated total of
Only the minimum payment	15 years	\$6,303.00

If you would like information about credit counseling services, call 1-877-302-8797.

Promotional Expiration Notification

YOU MUST PAY EACH PROMOTIONAL BALANCE IN FULL BY ITS EXPIRATION DATE TO AVOID PAYING DEFERRED INTEREST CHARGES. PLEASE SEE THE PROMOTIONAL PURCHASE SUMMARY SECTION ON THIS STATEMENT FOR FURTHER DETAILS. YOU HAVE A PROMOTION(S) EXPIRING ON 04/24/11.

Promotional Purchase Summary

Promotional Expiration Date	Promotional Balance	Deferred Interest Charge	Tran Date	Description	Initial Purchase Amount
04/24/2011	\$1,930.00	\$178.77	10/13/2010	With Payment Deferred Interest	\$2,000.00

On Deferred Interest promotions, Interest Charges accrued from the date of purchase will be added to your Account unless (1) the promotional purchase amount(s) is paid in full by the Promotional Expiration Date and (2) each Minimum Monthly Payment is paid by the Payment Due Date.

To make more than one payment see Make Payment To address or pay online at www.gemoney.com

Transaction Summary

Tran Date	Post Date	Reference Number	Description	Amount
01/03/2011	01/03/2011	853481204F3ARVNLB	PAYMENT - THANK YOU	\$70.00 CR
			FEES	
01/17/2011	01/17/2011		LATE FEE	\$35.00
01/25/2011	01/25/2011		MINIMUM INTEREST CHARGE PURCHASES	\$2.00
			TOTAL FEES FOR THIS PERIOD	\$37.00

Continued on next page

* NOTICE: See reverse side and additional pages (if any) for important information concerning your account.

5302 0015 CXH 1 7 22 110125 X PAGE 1 of 3 9073 0500 ENRD 01EJ5302 247236

Pay online at gemoney.com or enclose this coupon with your check. Please use blue or black ink.



GE Money Bank

Total Minimum Payment Due	Past Due Amount	Payment Due Date	New Balance	Account Number
\$216.00	\$144.00	02/17/2011	\$2,029.00	000601919 1777

Payment Enclosed: \$

☐ New address or e-mail? Check the box at left and print changes on back

Payment due includes \$ 144.00 past due. Please pay the past due amount PROMPTLY. If you only pay the Total Minimum Due it may not pay off the Promotional Purchase by the Expiration Date.

CARLTON D MILLER
1031 KIMBALL DR
DURHAM NC 27705-1863

247236
9310



Make Payment to: GE MONEY BANK
PO BOX 960061
ORLANDO, FL 32896-0061



00216000007000 0021600000202900 000601919 0504131 77762

POUNDS EX 0093

STATE OF NORTH CAROLINA

File No.

14 CvD 2019

Abstract No.

Judgment Docket Book And Page No.

Date Judgment Filed

May 2, 2014

Durham County

In The General Court Of Justice
☒ District ☐ Superior Court Division

Name Of Plaintiff
 PORTFOLIO RECOVERY ASSOCIATES, LLC

VERSUS

Name Of Defendant
 CARLTON MILLER

NOTICE OF RIGHT TO HAVE EXEMPTIONS DESIGNATED

G.S. 1C-1603

TO:
 Name And Address Of Judgment Debtor 1
 Carlton Miller
 1031 Kimball Drive
 Durham NC 27705

TO:
 Name And Address Of Judgment Debtor 2

NOTE: Attach a copy of AOC-CV-407 if the judgment was filed before 1/1/06. For judgments filed after 1/1/06, attach AOC-CV-415.

A judgment has been entered against you in the case captioned above in which you have been ordered to
☒ pay money over to the judgment creditor. ☐ turn over various household belongings to the judgment creditor.

The judgment creditor (person who has the judgment against you) is now seeking to collect this judgment and has asked me to give you notice of your rights. Under the Constitution and laws of North Carolina, you have the right to exempt from the collection of the judgment certain of your property (in other words, to keep it from being taken from you). If you wish to keep your exempt property, you **MUST** fill out the attached Motion To Claim Exempt Property and mail or take it to the Clerk of Superior Court at the address listed below. You **MUST** also mail or take a copy to the judgment creditor at the address listed below. The law gives you another option of requesting, in writing, a hearing before the Clerk to claim your exemptions. If you make a written request for a hearing, you will be notified of the time and place of the hearing when you may claim your exemptions.

It is important that you respond to this Notice no later than twenty (20) days after it was served on you because you will lose valuable statutory rights if you do nothing. If you do not respond, you will give up your right to statutory exemptions and the judgment creditor may be able to take any or all of your property to satisfy the judgment. You have certain constitutional rights you may claim if you give up your statutory rights. You may wish to consider hiring an attorney to help you with this proceeding to make certain that you receive all the protections to which you are entitled.

NOTICE TO JUDGMENT DEBTOR: THERE ARE CERTAIN EXEMPTIONS UNDER STATE AND FEDERAL LAW THAT YOU ARE ENTITLED TO CLAIM IN ADDITION TO THE EXEMPTIONS LISTED IN THE MOTION TO CLAIM EXEMPT PROPERTY THAT IS ENCLOSED WITH THIS NOTICE. These exemptions may include social security, unemployment, and workers' compensation benefits and earnings for your personal services rendered within the last 60 days. There is available to you a prompt procedure for challenging an attachment or levy on your property.

Name And Address Of Judgment Creditor Or Attorney
 Andrew E. Hoke
 Sessoms & Rogers, P.A.
 P.O. Box 110564
 Durham, North Carolina 27709

Date

1-19-16

Signature

Rogeria Name

☒ Deputy CSC

☐ Assistant CSC

☐ Clerk Of Superior Court

Address Of The Clerk Of Superior Court

Clerk of Superior Court
 Durham County Courthouse
 Durham, North Carolina 27701

610 S DILLARD ST
 RM #1400B JUDGE
 DURHAM NC 27701

Telephone No.

(919) 688-1000

NOTICE TO THE JUDGMENT CREDITOR:

You may serve this Notice and the Motion To Claim Exempt Property by mailing a copy of each, registered or certified mail, return receipt requested, addressed to the judgment debtor. To prove service, you must file an affidavit (notarized by a notary public) with the Clerk asserting that (1) a copy of the Notice of Rights and Motion To Claim Exempt Property was deposited in the post office for mailing by registered or certified mail, return receipt requested; (2) it was in fact received as evidenced by the attached registry receipt or other evidence of delivery; and (3) the genuine receipt or other evidence of delivery is attached. You must attach the post office delivery receipt to the affidavit. Alternatively, you may choose to have this Notice and the Motion served by the sheriff. If you select this method, you must pay a service fee. If your attempted service by certified or registered mail or personal service by the sheriff fails, you may then serve the judgment debtor by mailing a copy of Notice and Motion to the judgment debtor at his/her last known address. To prove service, you must file a certificate with the Clerk that the notice and motion were served indicating why you used such service, the date the notice was mailed and the address to which it was mailed. Remember, you may NOT use service by regular first class mail until you have tried first to serve the judgment debtor personally or by certified or registered mail and such service was unsuccessful.

AOC-CV-406, Rev. 2/06

© 2006 Administrative Office of the Courts

(Over)

224952.001

POUNDS EX 0094

RETURN OF SERVICE

I certify that this Notice and a copy of a Motion to Claim Exempt Property were received and served as follows:

JUDGMENT DEBTOR 1

Date Served	Time Served <input type="checkbox"/> AM <input type="checkbox"/> PM	Name Of Judgment Debtor 1
-------------	--	---------------------------

- ☐ By delivering to the judgment debtor named above a copy of this Notice and Motion To Claim Exempt Property.
- ☐ By leaving a copy of this Notice and Motion To Claim Exempt Property at the dwelling house or usual place of abode of the judgment debtor named above with a person of suitable age and discretion then residing therein.

Name And Address Of Person With Whom Copies Left

☐ Other Manner Of Service (specify)

☐ Judgment debtor WAS NOT served for the following reason:

Service Fee Paid \$	Date Received	Name Of Sheriff (Type Or Print)
Paid By	Date Of Return	County
		Signature Of Deputy Sheriff Making Return

JUDGMENT DEBTOR 2

Date Served	Time Served <input type="checkbox"/> AM <input type="checkbox"/> PM	Name Of Judgment Debtor 2
-------------	--	---------------------------

- ☐ By delivering to the judgment debtor named above a copy of this Notice and Motion To Claim Exempt Property.
- ☐ By leaving a copy of this Notice and Motion To Claim Exempt Property at the dwelling house or usual place of abode of the judgment debtor named above with a person of suitable age and discretion then residing therein.

Name And Address Of Person With Whom Copies Left

☐ Other Manner Of Service (specify)

☐ Judgment debtor WAS NOT served for the following reason:

Service Fee Paid \$	Date Received	Name Of Sheriff
Paid By	Date Of Return	County
		Signature Of Deputy Sheriff Making Return

SESSOMS & ROGERS, P.A.
ATTORNEYS AT LAW

MAILING ADDRESS:
P.O. Box 110564
DURHAM, NC 27709

December 30, 2015

FILED
15 JAN 13 PM 1:33
DURHAM COUNTY, C.S.C.
TELEPHONE (919) 688-1000
FACSIMILE (919) 688-9000
BY _____

Clerk of Superior Court
Durham County Courthouse
510 South Dillard Street
Durham, North Carolina 27701

Re: Portfolio Recovery Associates, LLC
v.
Carlton Miller
Durham County Case No. 14 CvD 2019

Dear Sir or Madam:

We are enclosing the original and one copy of a proposed Notice of Right to Have Exemptions Designated, along with two copies of the required Motion to Claim Exempt Property in this case. Please issue the notice and deliver it, along with the motions and the enclosed check for service, to the **Durham** County Sheriff's Department.

Thank you very much for your assistance. Please feel free to contact us if you have any questions concerning this case.

Sincerely yours,

SESSOMS & ROGERS, P.A.

S&R:rgr
Enclosures
224952.001

POUNDS EX 0096

STATE OF NORTH CAROLINA

DURHAM County

197.969
PAID JAN 09 2015
\$30.00

File No.

Abstract No.

14CVD002019

J001

Judgment Book & Page No. In Original County

In The General Court Of Justice

Name And Address Of Plaintiff

PORTFOLIO RECOVERY ASSOC LLC
C/O SESSOMS & ROGERS PA
PO BOX 110564
DURHAM NC 27709

WRIT OF EXECUTION

VERSUS

387652

G.S. 1-313(1); 1C, Art. 16

Name And Address Of Defendant 1

CARLTON MILLER
1031 KIMBALL DR
DURHAM NC 27705

Name And Address Of Defendant 2

387652



201500422

To The Sheriff Of DURHAM County.

Judgment in favor of the plaintiff was rendered in this case against the defendant. By terms of that judgment the following sums are now due:

Principal Due As Of Today.....

\$ 1,191.76

Plus Dollar Amount Of Interest Due As Of Today.....

\$

Plus Court Cost Due As Of Today.....

\$ 265.00

Plus Other.....

\$

Total Due As Of Today.....

\$

Plus, interest on the principal at the rate set out below shall be due from the date shown below, and a sheriff's commission shall be collected on sales of property or funds collected of 5% on the first \$500 and 2-1/2% on all sums over \$500.

(NOTE: Interest is due on all bond forfeiture judgments for appearance bonds signed on or after 10/1/99.)

Date From Which Interest Due

Date Of Judgment

05/02/2014

County To Which Issued

DURHAM

File No.

14 CVD 2019

Rate Of Interest

☐ Contract Rate

☐ Legal Rate

Daily Interest Rate

Judgment Docket Book & Page No.

Transcript No.

Date And Time Of Docketing

05-02-14 1:06 pm

You are commanded to satisfy the judgment:

☒ out of the personal property of the defendant, and if sufficient personal property cannot be found, then out of the real property belonging to the defendant on the day the judgment was docketed in your county as shown above or any time after that date.

☐ except as to property of the defendant set off as exempt (a list of which is attached) out of the personal property of the defendant within your county and if sufficient personal property cannot be found, then out of the real property belonging to the defendant on the day the judgment was docketed in your county as shown above or any time after that date.

Additional Order For Satisfying Judgment

Exemptions waived

County In Which Order To Be Served

DURHAM

Date Issued

01/08/2015

Name And Address Of Creditor's Attorney

AMBER KISHIN KAUFFMAN
PO BOX 110564

(919) 688-1000

Signature

LISA P STRICKLAND

☒ Deputy CSC

☐ Assistant CSC

☐ Clerk Of Superior Court

DURHAM

NC 27709

RETURN OF EXECUTION

This Writ Of Execution was served as follows:

- ☐ by collecting the amount owed.
- ☐ by levying on and selling the property of the defendant described below and returning to the court the balance shown below.

Date Of Levy	Description Of Property Levied On And Sold

Total Sum Collected	Amount Retained As Commission	Amount Retained For Expenses	Balance Returned
\$	\$	\$	\$

☒ I did not serve this Writ Of Execution because:

☒ I did not locate property on which to levy.

☐ Other: (specify)

Service Fee Paid	Date Received	Name of Sheriff (Type Or Print)
\$		M D Andrews
Paid By	Date Executed	County
		Durham
	Date Of Return	Signature Of Deputy Sheriff Making Return
	1/12/15	[Signature] #520

STATE OF NORTH CAROLINA

File No.

Abstract No.

14CVD002019

J001

Judgment Book & Page No. In Original County

DURHAM County

In The General Court Of Justice

Name And Address Of Plaintiff

PORTFOLIO RECOVERY ASSOC LLC
C/O SESSOMS & ROGERS PA
PO BOX 110564
DURHAM NC 27709

WRIT OF EXECUTION

G.S. 1-313(1); 1C, Art. 16

VERSUS

Name And Address Of Defendant 1

CARLTON MILLER
1031 KIMBALL DR

DURHAM NC 27705

Name And Address Of Defendant 2

To The Sheriff Of DURHAM County:

Judgment in favor of the plaintiff was rendered in this case against the defendant. By terms of that judgment the following sums are now due:

Principal Due As Of Today.....	\$ 1,191.76
Plus Dollar Amount Of Interest Due As Of Today.....	\$ _____
Plus Court Cost Due As Of Today.....	\$ 265.00
Plus Other.....	\$ _____
Total Due As Of Today.....	\$ _____

Plus, interest on the principal at the rate set out below shall be due from the date shown below, and a sheriff's commission shall be collected on sales of property or funds collected of 5% on the first \$500 and 2-1/2% on all sums over \$500.

(NOTE: Interest is due on all bond forfeiture judgments for appearance bonds signed on or after 10/1/99.)

Date From Which Interest Due	Date Of Judgment	County To Which Issued	File No.
	05/02/2014	DURHAM	14 CVD 2019
Rate Of Interest	<input type="checkbox"/> Contract Rate	Daily Interest Rate	Judgment Docket Book & Page No.
	<input type="checkbox"/> Legal Rate		Transcript No.
			Date And Time Of Docketing
			05-02-14 1:06 pm

You are commanded to satisfy the judgment:

- ☒ out of the personal property of the defendant, and if sufficient personal property cannot be found, then out of the real property belonging to the defendant on the day the judgment was docketed in your county as shown above or any time after that date.
- ☐ except as to property of the defendant set off as exempt (a list of which is attached) out of the personal property of the defendant within your county and if sufficient personal property cannot be found, then out of the real property belonging to the defendant on the day the judgment was docketed in your county as shown above or any time after that date.

Additional Order For Satisfying Judgment

Exemptions waived

County In Which Order To Be Served	Date Issued
DURHAM	01/08/2015
Name And Address Of Creditor's Attorney	Signature
AMBER KISHIN KAUFFMAN (919) 688-1000 PO BOX 110564	LISA P STRICKLAND
DURHAM NC 27709	<input checked="" type="checkbox"/> Deputy CSC <input type="checkbox"/> Assistant CSC <input type="checkbox"/> Clerk Of Superior Court

DURHAM COUNTY CLERK OF COURT

RO39673

01/08/15 14:35:12

PAYOR: PORTFOLIO

PAYEE: PD BY SESSIONS

CASE#: 14CV0002019 VCAP:N

CITAH:

21400 MISC SPEC FEES	25.00
----------------------	-------

TOTAL PAID	25.00
------------	-------

CO TENDERED	25.00
-------------	-------

CHANGE	.00
--------	-----

4092 ID C31DTD

POUNDS EX 0100

STATE OF NORTH CAROLINA

File No.

14 CvD 2019

Abstract No.

Judgment Docket Book And Page No.

Date Judgment Filed

May 2, 2014

Durham

County

PAID JUL 29 2014

In The General Court Of Justice
☒ District ☐ Superior Court Division

Name Of Plaintiff

PORTFOLIO RECOVERY ASSOCIATES, LLC

VERSUS

Name Of Defendant

CARLTON MILLER

**NOTICE OF RIGHT TO
HAVE EXEMPTIONS
DESIGNATED**

G.S. 1C-1603

TO:

Name And Address Of Judgment Debtor 1

Carlton Miller
1031 Kimball Drive
Durham NC 27705

TO:

Name And Address Of Judgment Debtor 2

1031 Kimball Drive
Durham NC 27705

NOTE: Attach a copy of AOC-CV-407 if the judgment was filed before 1/1/06. For judgments filed after 1/1/06, attach AOC-CV-415.

A judgment has been entered against you in the case captioned above in which you have been ordered to
☒ pay money over to the judgment creditor. ☐ turn over various household belongings to the judgment creditor.

The judgment creditor (person who has the judgment against you) is now seeking to collect this judgment and has asked me to give you notice of your rights. Under the Constitution and laws of North Carolina, you have the right to exempt from the collection of the judgment certain of your property (in other words, to keep it from being taken from you). If you wish to keep your exempt property, you **MUST** fill out the attached Motion To Claim Exempt Property and mail or take it to the Clerk of Superior Court at the address listed below. You **MUST** also mail or take a copy to the judgment creditor at the address listed below. The law gives you another option of requesting, in writing, a hearing before the Clerk to claim your exemptions. If you make a written request for a hearing, you will be notified of the time and place of the hearing when you may claim your exemptions.

It is important that you respond to this Notice no later than twenty (20) days after it was served on you because you will lose valuable statutory rights if you do nothing. If you do not respond, you will give up your right to statutory exemptions and the judgment creditor may be able to take any or all of your property to satisfy the judgment. **You have certain constitutional rights you may claim if you give up your statutory rights.** You may wish to consider hiring an attorney to help you with this proceeding to make certain that you receive all the protections to which you are entitled.

NOTICE TO JUDGMENT DEBTOR: THERE ARE CERTAIN EXEMPTIONS UNDER STATE AND FEDERAL LAW THAT YOU ARE ENTITLED TO CLAIM IN ADDITION TO THE EXEMPTIONS LISTED IN THE MOTION TO CLAIM EXEMPT PROPERTY THAT IS ENCLOSED WITH THIS NOTICE. These exemptions may include social security, unemployment, and workers' compensation benefits and earnings for your personal services rendered within the last 60 days. There is available to you a prompt procedure for challenging an attachment or levy on your property.

Name And Address Of Judgment Creditor Or Attorney

Jefferson Moors
Sessoms & Rogers, P.A.
P.O. Box 110564
Durham, North Carolina 27709

Date

7-28-14

Signature

Regina Little

☒ Deputy CSC

☐ Assistant CSC

☐ Clerk Of Superior Court

Address Of The Clerk Of Superior Court

Clerk of Superior Court **310 S DILLARD ST**
Durham County Courthouse **RM #1400B JDGMTS**
Durham, North Carolina 27701 **DURHAM NC 27701**

Telephone No.

(919) 688-1000

NOTICE TO THE JUDGMENT CREDITOR:

You may serve this Notice and the Motion To Claim Exempt Property by mailing a copy of each, registered or certified mail, return receipt requested, addressed to the judgment debtor. To prove service, you must file an affidavit (notarized by a notary public) with the Clerk asserting that (1) a copy of the Notice of Rights and Motion To Claim Exempt Property was deposited in the post office for mailing by registered or certified mail, return receipt requested; (2) it was in fact received as evidenced by the attached registry receipt or other evidence of delivery; and (3) the genuine receipt or other evidence of delivery is attached. You must attach the post office delivery receipt to the affidavit. Alternatively, you may choose to have this Notice and the Motion served by the sheriff. If you select this method, you must pay a service fee. If your attempted service by certified or registered mail or personal service by the sheriff fails, you may then serve the judgment debtor by mailing a copy of Notice and Motion to the judgment debtor at his/her last known address. To prove service, you must file a certificate with the Clerk that the notice and motion were served indicating why you used such service, the date the notice was mailed and the address to which it was mailed. Remember, you may NOT use service by regular first class mail until you have tried first to serve the judgment debtor personally or by certified or registered mail and such service was unsuccessful.

RETURN OF SERVICE

I certify that this Notice and a copy of a Motion to Claim Exempt Property were received and served as follows:

JUDGMENT DEBTOR 1

Date Served 7/30/14	Time Served 0921 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	Name Of Judgment Debtor 1 Carlton Miller
-------------------------------	---	--

- ☐ By delivering to the judgment debtor named above a copy of this Notice and Motion To Claim Exempt Property.
- ☒ By leaving a copy of this Notice and Motion To Claim Exempt Property at the dwelling house or usual place of abode of the judgment debtor named above with a person of suitable age and discretion then residing therein.

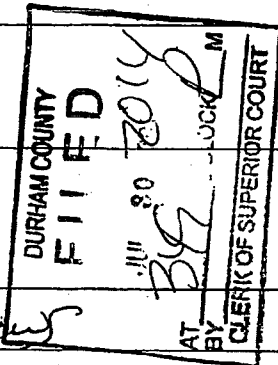
Name And Address Of Person With Whom Copies Left

Andrew Miller 1031 Kimball Dr

☐ Other Manner Of Service (specify)

☐ Judgment debtor WAS NOT served for the following reason:

Service Fee Paid \$	Date Received	Name Of Sheriff (Type Or Print) MD Andrews
Paid By	Date Of Return 7/30/14	County Durham
		Signature Of Deputy Sheriff Making Return SR Oakes



JUDGMENT DEBTOR 2

Date Served	Time Served <input type="checkbox"/> AM <input type="checkbox"/> PM	Name Of Judgment Debtor 2
-------------	--	---------------------------

- ☐ By delivering to the judgment debtor named above a copy of this Notice and Motion To Claim Exempt Property.
- ☐ By leaving a copy of this Notice and Motion To Claim Exempt Property at the dwelling house or usual place of abode of the judgment debtor named above with a person of suitable age and discretion then residing therein.

Name And Address Of Person With Whom Copies Left

☐ Other Manner Of Service (specify)

☐ Judgment debtor WAS NOT served for the following reason:

Service Fee Paid \$	Date Received	Name Of Sheriff
Paid By	Date Of Return	County
		Signature Of Deputy Sheriff Making Return

STATE OF NORTH CAROLINA

File No.

14 CvD 2019

Abstract No.

Judgment Docket Book And Page No.

Date Judgment Filed

May 2, 2014

Durham

County

In The General Court Of Justice
☒ District ☐ Superior Court Division

Name Of Plaintiff

PORTFOLIO RECOVERY ASSOCIATES, LLC

VERSUS

Name Of Defendant

CARLTON MILLER

NOTICE OF RIGHT TO HAVE EXEMPTIONS DESIGNATED

G.S. 1C-1603

TO:

Name And Address Of Judgment Debtor 1

Carlton Miller
 1031 Kimball Drive
 Durham NC 27705

TO:

Name And Address Of Judgment Debtor 2

1031 Kimball Drive
 Durham NC 27705

NOTE: Attach a copy of AOC-CV-407 if the judgment was filed before 1/1/06. For judgments filed after 1/1/06, attach AOC-CV-415.

A judgment has been entered against you in the case captioned above in which you have been ordered to

☒ pay money over to the judgment creditor.

☐ turn over various household belongings to the judgment creditor.

The judgment creditor (person who has the judgment against you) is now seeking to collect this judgment and has asked me to give you notice of your rights. Under the Constitution and laws of North Carolina, you have the right to exempt from the collection of the judgment certain of your property (in other words, to keep it from being taken from you). If you wish to keep your exempt property, you MUST fill out the attached Motion To Claim Exempt Property and mail or take it to the Clerk of Superior Court at the address listed below. You MUST also mail or take a copy to the judgment creditor at the address listed below. The law gives you another option of requesting, in writing, a hearing before the Clerk to claim your exemptions. If you make a written request for a hearing, you will be notified of the time and place of the hearing when you may claim your exemptions.

It is important that you respond to this Notice no later than twenty (20) days after it was served on you because you will lose valuable statutory rights if you do nothing. If you do not respond, you will give up your right to statutory exemptions and the judgment creditor may be able to take any or all of your property to satisfy the judgment. You have certain constitutional rights you may claim if you give up your statutory rights. You may wish to consider hiring an attorney to help you with this proceeding to make certain that you receive all the protections to which you are entitled.

NOTICE TO JUDGMENT DEBTOR: THERE ARE CERTAIN EXEMPTIONS UNDER STATE AND FEDERAL LAW THAT YOU ARE ENTITLED TO CLAIM IN ADDITION TO THE EXEMPTIONS LISTED IN THE MOTION TO CLAIM EXEMPT PROPERTY THAT IS ENCLOSED WITH THIS NOTICE. These exemptions may include social security, unemployment, and workers' compensation benefits and earnings for your personal services rendered within the last 60 days. There is available to you a prompt procedure for challenging an attachment or levy on your property.

Name And Address Of Judgment Creditor Or Attorney

Jefferson Moors
 Sessoms & Rogers, P.A.
 P.O. Box 110564
 Durham, North Carolina 27709

Date

7-28-14

Signature

Regina Walker

☒ Deputy CSC

☐ Assistant CSC

☐ Clerk Of Superior Court

Address Of The Clerk Of Superior Court

Clerk of Superior Court
 Durham County Courthouse
 Durham, North Carolina 27701

510 S DILLARD ST
 RM #1400B JDCM18
 DURHAM NC 27701

Telephone No.

(919) 688-1000

NOTICE TO THE JUDGMENT CREDITOR:

You may serve this Notice and the Motion To Claim Exempt Property by mailing a copy of each, registered or certified mail, return receipt requested, addressed to the judgment debtor. To prove service, you must file an affidavit (notarized by a notary public) with the Clerk asserting that (1) a copy of the Notice of Rights and Motion To Claim Exempt Property was deposited in the post office for mailing by registered or certified mail, return receipt requested; (2) it was in fact received as evidenced by the attached registry receipt or other evidence of delivery; and (3) the genuine receipt or other evidence of delivery is attached. You must attach the post office delivery receipt to the affidavit. Alternatively, you may choose to have this Notice and the Motion served by the sheriff. If you select this method, you must pay a service fee. If your attempted service by certified or registered mail or personal service by the sheriff fails, you may then serve the judgment debtor by mailing a copy of Notice and Motion to the judgment debtor at his/her last known address. To prove service, you must file a certificate with the Clerk that the notice and motion were served indicating why you used such service, the date the notice was mailed and the address to which it was mailed. Remember, you may NOT use service by regular first class mail until you have tried first to serve the judgment debtor personally or by certified or registered mail and such service was unsuccessful.

AOC-CV-406, Rev. 2/08
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 224952.001

(Over)

POUNDS EX 0103

RETURN OF SERVICE

I certify that this Notice and a copy of a Motion to Claim Exempt Property were received and served as follows:

JUDGMENT DEBTOR 1

Date Served	Time Served <input type="checkbox"/> AM <input type="checkbox"/> PM	Name Of Judgment Debtor 1
-------------	--	---------------------------

- ☐ By delivering to the judgment debtor named above a copy of this Notice and Motion To Claim Exempt Property.
- ☐ By leaving a copy of this Notice and Motion To Claim Exempt Property at the dwelling house or usual place of abode of the judgment debtor named above with a person of suitable age and discretion then residing therein.

Name And Address Of Person With Whom Copies Left

☐ Other Manner Of Service (specify)

☐ Judgment debtor WAS NOT served for the following reason:

Service Fee Paid \$	Date Received	Name Of Sheriff (Type Or Print)
Paid By	Date Of Return	County
		Signature Of Deputy Sheriff Making Return

JUDGMENT DEBTOR 2

Date Served	Time Served <input type="checkbox"/> AM <input type="checkbox"/> PM	Name Of Judgment Debtor 2
-------------	--	---------------------------

- ☐ By delivering to the judgment debtor named above a copy of this Notice and Motion To Claim Exempt Property.
- ☐ By leaving a copy of this Notice and Motion To Claim Exempt Property at the dwelling house or usual place of abode of the judgment debtor named above with a person of suitable age and discretion then residing therein.

Name And Address Of Person With Whom Copies Left

☐ Other Manner Of Service (specify)

☐ Judgment debtor WAS NOT served for the following reason:

Service Fee Paid \$	Date Received	Name Of Sheriff
Paid By	Date Of Return	County
		Signature Of Deputy Sheriff Making Return

SESSOMS & ROGERS, P.A.
ATTORNEYS AT LAW

MAILING ADDRESS:
P.O. BOX 110564
DURHAM, NC 27709

TELEPHONE (919) 688-1000
FACSIMILE (919) 688-9000

July 17, 2014

Clerk of Superior Court
Durham County Courthouse
510 South Dillard Street
Durham, North Carolina 27701

Re: Portfolio Recovery Associates, LLC
v.
Carlton Miller
Durham County Case No. 14 CvD 2019

Dear Sir or Madam:

We are enclosing the original and one copy of a proposed Notice of Right to Have Exemptions Designated, along with two copies of the required Motion to Claim Exempt Property in this case. Please issue the notice and deliver it, along with the motions and the enclosed check for service, to the **Durham** County Sheriff's Department.

We are also enclosing a return of service card, and would greatly appreciate it if you would be kind enough to return that to us when the defendant has been served.

Please feel free to contact us if you have any questions concerning this case. Thank you very much for your assistance.

Sincerely yours,

SESSOMS & ROGERS, P.A.

LCR:rr2
Enclosures
224952.001

POUNDS EX 0105

STATE OF NORTH CAROLINA **FILED** IN THE GENERAL COURT OF JUSTICE

COUNTY OF DURHAM 2014 MAY -8 PM 2: 08 DISTRICT COURT DIVISION

DURHAM COUNTY, C.S.C. 14 Cvd 2019

PORTFOLIO RECOVERY ASSOCIATES, LLC BY RCM

Plaintiff

vs.

CARLTON MILLER,

Defendant

CERTIFICATE

OF SERVICE

This is to certify that, pursuant to G.S. § 1A-1, Rule 5(b), a copy of the judgment was this day served upon the Defendant in this action by mailing a copy thereof, postage prepaid, to the Defendant, as follows:

Carlton Miller
1031 Kimball Drive
Durham, North Carolina 27705

This the 7 day of May, 2014.

SESSOMS & ROGERS, P.A.

By: TC

Chelsea E. Uhlman
Attorney for Plaintiff
1822 East NC Highway 54, Suite 200
P.O. Box 110564
Durham, North Carolina 27709
Telephone: (919) 688-1000



POUNDS EX 0106

FILED
SESSOMS & ROGERS, P.A.
ATTORNEYS AT LAW
2014 MAY - 8 PM 2: 09
DURHAM COUNTY, C.S.C.

MAILING ADDRESS:
P.O. Box 110564
DURHAM, NC 27709

TELEPHONE (919) 688-1000
FACSIMILE (919) 688-9000

May 7, 2014 *By [Signature]*

Clerk of Superior Court
Durham County Courthouse
510 South Dillard Street
Durham, North Carolina 27701

Re: Portfolio Recovery Associates, LLC
v.
Carlton Miller
Durham County Case No. 14 CvD 2019

Dear Sir or Madam:

Our firm represents the plaintiff in the above captioned action. In that regard, we are enclosing the original and one (1) copy of a Certificate of Service for filing in this case. Please file the original and return the copy to our office at the address above after it has been file-stamped. We are enclosing a self-addressed, stamped envelope for that purpose.

Thank you very much for your assistance. If you have any questions with respect to this matter, or if you need any further or additional information, please contact our firm at the address above.

Sincerely yours,

SESSOMS & ROGERS, P.A.

S&R:ded
Enclosures
cc: Carlton Miller
224952.001

This is an attempt to collect a debt, any information obtained will be used for that purpose,
and this communication is sent to you in our capacity as a debt collector.

POUNDS EX 0107

14-19

STATE OF NORTH CAROLINA FILED IN THE GENERAL COURT OF JUSTICE
COUNTY OF DURHAM 14 MAY -2 PM 1:06 DISTRICT COURT DIVISION

DURHAM COUNTY, C.S.C.

14 CvD 2019

PORTFOLIO RECOVERY ASSOCIATES, LLC,)

Plaintiff BY _____)

vs.)

CARLTON MILLER,
1031 Kimball Drive
Durham, North Carolina 27705

Defendant)

JUDGMENT BY DEFAULT

THIS CAUSE came on to be heard before the undersigned Judge of the District Court of Durham County, North Carolina, upon motion by the Plaintiff for the Entry of Default Judgment against the Defendant without a hearing, pursuant to the provisions of G.S. § 1A-1, Rule 55(b)(2)b; and

IT APPEARED TO THE COURT and the Court entered the following findings of fact and conclusions of law:

1. The Plaintiff initiated this action against the Defendant on February 7, 2014.
2. The Defendant is a resident of Durham County, North Carolina, and is therefore subject to the jurisdiction of this Court, pursuant to the provisions of G.S. § 1-75.4 (1).
3. Service of process was properly obtained by serving copies of the summons and complaint upon the Defendant on or about February 10, 2014, in compliance with the requirements of G.S. § 1A-1, Rule 4(j)(1).
4. This is an action for a sum-certain or a sum which can by computation be made certain, and the Court has jurisdiction over the parties and the subject matter of this action.



POUNDS EX 0108

5. The Defendant is neither an infant nor an incompetent person, nor in military service, nor under any other legal disability.

6. The Defendant made an appearance in this case with Plaintiff's counsel's office, but no file-stamped answer or pleading was received, and upon information and belief no answer or other responsive pleading has been filed by said Defendant and the time to do so has passed.

7. Default was entered against the Defendant, pursuant to G.S. § 1A-1, Rule 55(a).

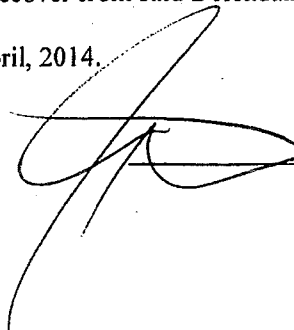
8. More than thirty (30) days ago, the Plaintiff served upon the Defendant the notice required by G.S. § 1A-1, Rule 55(b)(2)b. No response to said notice or motion has been filed by the Defendant.

9. The Defendant is lawfully indebted to the Plaintiff in the principal sum of \$1,191.76, and said sum has been outstanding since June 22, 2012.

IT IS NOW, THEREFORE, ORDERED, ADJUDGED AND DECREED, pursuant to the provisions of G.S. § 1A-1, Rule 55(b)(2)b, as follows:

1. That the Plaintiff have and recover from the Defendant the principal sum of \$1,191.76.
2. That the Plaintiff recover no interest whatsoever.
3. That the Plaintiff further recover from said Defendant the costs of this action.

This the 30 day of April, 2014.



Judge Presiding

\$ 150.00 cost
30.00 sh fee
180.00
30.00 Nov 17-28-14
210.00 Exec
55.00 1-8-15
265.00
30.00 Nov 1-19-16
295.00 Exec
255.00 6-2-16
350.00

STATE OF NORTH CAROLINA
COUNTY OF DURHAM

FILED IN THE GENERAL COURT OF JUSTICE

2014 MAR 24 AM 9:20
DISTRICT COURT DIVISION

DURHAM COUNTY C.L. 14 CvD 2019

PORTFOLIO RECOVERY ASSOCIATES, LLC,

Plaintiff

vs.

CARLTON MILLER,

Defendant

ENTRY OF DEFAULT

[EODF]

THIS CAUSE came on to be heard before the undersigned upon motion by the plaintiff for an Entry of Default against the Defendant pursuant to the provisions of G.S. § 1A-1, Rule 55(a); and IT APPEARED TO THE COURT and the Court entered the following findings of fact and conclusions of law:

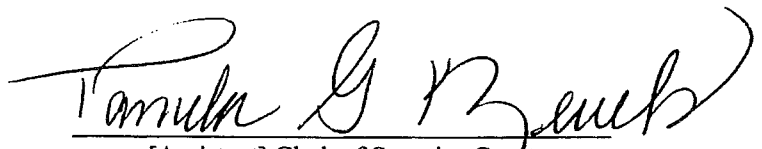
1. The defendant is a resident of Durham County, North Carolina, and is therefore subject to the jurisdiction of this Court, pursuant to the provisions of G.S. § 1-75.4 (1).

2. The plaintiff initiated this action against the Defendant on February 7, 2014. Service of process was properly obtained by serving copies of the summons and complaint upon the Defendant on or about February 10, 2014, in compliance with the requirements of G.S. § 1A-1, Rule 4(j)(1).

3. The defendant made an appearance in this case with plaintiff's counsel's office but no answer or other responsive pleading has been filed by the defendant, and the time allowed for the Defendant to answer, plead or otherwise appear has expired.

IT IS NOW, THEREFORE, ORDERED that default be, and is hereby entered against the Defendant, pursuant to the provisions of G.S. § 1A-1, Rule 55(a).

This the 24 day of March, 2014.


[Assistant] Clerk of Superior Court

POUNDS EX 0110

STATE OF NORTH CAROLINA
COUNTY OF DURHAM

IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION

14 CvD 2019

PORTFOLIO RECOVERY ASSOCIATES, ELC,

Plaintiff

vs.

CARLTON MILLER,

Defendant

AFFIDAVIT and MOTION
FOR ENTRY OF DEFAULT
AND JUDGMENT BY DEFAULT
and
RULE 55 (b)(2)b NOTICE

[EODF & DEFJ]

Amber K. Kauffman, having sworn or affirmed, deposes and says as follows:

1. She is the attorney for the plaintiff in the above-captioned civil action.
2. The plaintiff instituted this action against the Defendant for a sum certain or a sum which could by computation be made certain on or about February 7, 2014.
3. The defendant is a resident of, or is domiciled within, the state of North Carolina, and is therefore subject to the jurisdiction of this Court pursuant to the provisions of G.S. § 1-75.4 (1).
4. Service of process in this case was obtained by serving copies of the summons and complaint upon said Defendant on February 10, 2014, as shown on the return of service filed herein, as required by G.S. § 1A-1, Rule 4(j)(1).
5. The Defendant made an appearance in this case with our office, but no file-stamped answer or pleading was received in our office, and upon information and belief no answer or other responsive pleading has been filed by said Defendant.
6. As evidenced by the attached Affidavit of Account, the defendant is in default under the provisions of the credit agreement entered into by said Defendant, and the defendant is still indebted to the plaintiff thereunder in the principal sum of \$1,191.76, and the costs of this action.

POUNDS EX 0111

The amount due to the plaintiff from the Defendant as set forth herein and in the attached Affidavit of Account is correct in all respects to the best knowledge and belief of this affiant.

7. The plaintiff's predecessor in interest, GE Money Bank, a subsidiary of GE Capital Corp., opened a credit account (hereinafter "Account") for the Defendant and extended credit to the Defendant through the Account.

8. The plaintiff's predecessor in interest extended credit to the Defendant pursuant to the terms and conditions set forth in the account agreement (hereinafter "Agreement").

9. The Defendant accepted and used the credit extended by GE Money Bank, a subsidiary of GE Capital Corp. through the Account during the period that the Account was active.

10. The defendant's use of the credit extended by GE Money Bank, a subsidiary of GE Capital Corp. ratified the Agreement thereby binding the Defendant to the terms and conditions set forth therein.

11. Account statements (hereinafter "Statements") reflecting the original account number and the credit issuer were mailed by the plaintiff's predecessor in interest to the Defendant at the address provided by the Defendant while the Account was active. Copies of said Statements, previously filed herein as an attachment to the plaintiff's complaint as Exhibit "A", are incorporated herein by this reference.

12. As this was a credit card account, the origination balance was \$0.00. The Statements reflect an itemization of the charges and fees owed, along with an explanation of how the balance owing on the Account was calculated. The last payment on the defendant's Account was made on or about October 28, 2011. In accordance with the General Statutes of North Carolina, interest on the past due balance accrues at the legal rate of 8% per annum.

13. The Defendant defaulted under the terms of the Agreement because the Defendant failed to make the payments owing to GE Money Bank, a subsidiary of GE Capital Corp. when they became due.

14. Subsequent to the defendant's default, the Account was charged-off by GE Money Bank, a subsidiary of GE Capital Corp. for non-payment in the amount of \$1,191.76 as evidenced by the Charge-off Statement attached hereto as Exhibit "1" and incorporated herein by this reference.

15. Thereafter, the defendant's Account was sold to and acquired by the plaintiff herein, Portfolio Recovery Associates, LLC.

16. The chain of ownership of the defendant's Account, previously filed herein as an attachment to the plaintiff's complaint as Exhibit "B", is incorporated herein by this reference.

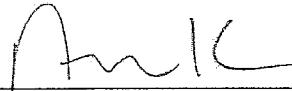
17. To this affiant's best knowledge and belief, the defendant is not an infant or incompetent person, nor in military service, nor under any other legal disability.

18. The plaintiff moves the Court to enter default against the Defendant, and to render judgment by default against said Defendant, pursuant to the provisions of G.S. § 1A-1, Rule 55 (a) and Rule 55(b)(2)b.

NOTICE


PLEASE TAKE NOTICE, pursuant to the provisions of G.S. § 1A-1, Rule 55(b)(2)b, that the Court will decide the motion for judgment by default without hearing if the party against whom judgment is sought fails to file and serve a written response stating the grounds for opposing the motion within thirty (30) days of service of the motion.

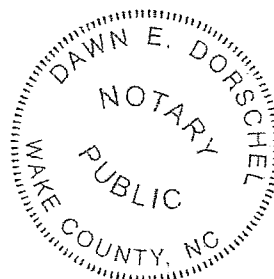
This the 20 day of March, 2014.



Amber K. Kauffman
Attorney for Plaintiff

Sworn to or affirmed and acknowledged before me,
this the 20 day of March, 2014.


Dawn E. Dorschel, Notary Public
My commission expires: 3/24/14



POUNDS EX 0113

HOME DSGN-FLOORCARE/GECRB
GE Money

Cardholder Name: CARLTON D MILLER
Account Number: 1777
Statement Closing Date: 06/22/2012

Summary of Account Activity		Payment Information	
Previous Balance	\$1,156.76	New Balance	\$0.00
+ New Purchases	\$0.00	Total Minimum Payment Due	\$306.00
- Payments	\$0.00	Payment Due Date	06/24/2012
+/- Credits, Fees & Adjustments (net)	\$1,156.76	PAYMENT DUE BY 5 P.M. EASTERN ON THE DUE DATE. We may convert your payment into an electronic debit. See reverse side.	
+/- Interest Charge (net)	\$0.00		
New Balance	\$0.00	Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$35.00.	
Credit Limit	\$2,000.00		
Available Credit	\$0.00		
Days In Billing Period	30		
Pay online for free at: gogecapital.com For GE Capital Retail Bank customer service or to report your card lost or stolen, call 1-866-396-8254. Best times to call are Wednesday - Friday.			

Transaction Summary												
Tran Date	Post Date	Reference Number	Description	Amount								
06/22/2012	06/22/2012	F907300HY00999990	CHARGE OFF ACCOUNT-PRINCIPALS	\$245.00 CR								
06/22/2012	06/22/2012	F907300HY00999990	CHARGE OFF ACCOUNT "FINANCE CHARGES"	\$945.76 CR								
			FEES									
06/17/2012	06/17/2012		LATE FEE	\$35.00								
			TOTAL FEES FOR THIS PERIOD	\$35.00								
			INTEREST CHARGED									
06/22/2012	06/22/2012		INTEREST CHARGE ON PURCHASES	\$0.00								
			TOTAL INTEREST FOR THIS PERIOD	\$0.00								
<table><tr><th colspan="2">2012 Totals Year-to-Date</th></tr><tr><td>Total Fees Charged in 2012</td><td>\$210.00</td></tr><tr><td>Total Interest Charged in 2012</td><td>\$123.55</td></tr><tr><td>Total Interest Paid in 2012</td><td>\$0.00</td></tr></table>					2012 Totals Year-to-Date		Total Fees Charged in 2012	\$210.00	Total Interest Charged in 2012	\$123.55	Total Interest Paid in 2012	\$0.00
2012 Totals Year-to-Date												
Total Fees Charged in 2012	\$210.00											
Total Interest Charged in 2012	\$123.55											
Total Interest Paid in 2012	\$0.00											

Interest Charge Calculation				
Type of Balance	Expiration Date	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	NA	29.99%	\$0.00	\$0.00

* NOTICE: See reverse side and additional pages (if any) for important information concerning your account.

5302 CYN 1 1 22 120422 X D PAGE 1 OF 1 9073 0500 GNR0 01E75302

Pay online at gogecapital.com or enclose this coupon with your check. Please use blue or black ink.



GE Money Bank

Total Minimum Payment Due	Past Due Amount	Payment Due Date	New Balance	Account Number
\$306.00	\$0.00	06/24/2012	\$0.00	1777

Payment Enclosed: \$

☐ New address or e-mail?
Check the box at left and print changes on back

Payment due includes \$ 0.00 past due. Please pay the past due amount PROMPTLY.

CARLTON D MILLER
1031 KIMBALL DR
DURHAM NC 27705-1883

Make Payment to: GE CAPITAL RETAIL BANK
PO BOX 860081
ORLANDO, FL 32896-0081

POUNDS EX 0114



AFFIDAVIT

State of Virginia
City of Norfolk ss.

I, the undersigned, Cynthia Clarke, Custodian of Records, for Portfolio Recovery Associates, LLC hereby depose, affirm and state as follows:

1. I am competent to testify to the matters contained herein.
2. I am an authorized employee of Portfolio Recovery Associates, LLC, ("Account Assignee") which is doing business at Riverside Commerce Center, 120 Corporate Boulevard, Norfolk, Virginia, and I am authorized to make the statements, representations and averments herein, and do so based upon a review of the business records of the Account Assignee and those records transferred to Account Assignee from **GENERAL ELECTRIC CAPITAL CORP/WCI HOME SOURCE** ("Account Seller"), which have become a part of and have integrated into Account Assignee's business records, in the ordinary course of business.
3. According to the business records, which are maintained in the ordinary course of business, the account, and all proceeds of the account are now owned by the Account Assignee, all of the Account Seller's interest in such account having been sold, assigned and transferred by the Account Seller on **6/28/2012**. Further, the Account Assignee has been assigned all of the Account Seller's power and authority to do and perform all acts necessary for the settlement, satisfaction, compromise, collection or adjustment of said account, and the Account Seller has retained no further interest in said account or the proceeds thereof, for any purpose whatsoever.
4. According to the records transferred to the Account Assignee from Account Seller, and maintained in the ordinary course of business by the Account Assignee, there was due and payable from **CARLTON MILLER** ("Debtor and Co-Debtor") to the Account Seller the sum of **\$1,191.76** with the respect to account number **ending in 1777** as of the date of **6/22/2012** with there being no known un-credited payments, counterclaims or offsets against the said debt as of the date of the sale.
5. According to the account records of said Account Assignee, after all known payments, counterclaims, and/or setoffs occurring subsequent to the date of sale, Account Assignee claims the sum of **\$1,191.76** as due and owing as of the date of this affidavit.
6. Plaintiff believes that the defendant is not a minor or an incompetent individual, and declares that the Defendant is not on active military service of the United States.

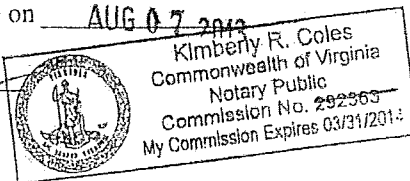
Portfolio Recovery Associates, LLC

Cynthia Clarke

By: Cynthia Clarke, Custodian of Records

Subscribed and sworn to before me on AUG 07 2012

Notary Public



7369515



224952.001

This communication is from a debt collector and is an attempt to collect a debt.
Any information obtained will be used for that purpose.

POUNDS EX 0115

CERTIFICATE OF SERVICE

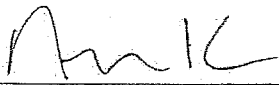
This is to certify that, pursuant to Rule 5(b) of the North Carolina Rules of Civil Procedure, the foregoing Affidavit and Motion for Entry of Default and Judgment by Default and Rule 55(b)(2)b Notice was this day served upon the Defendant in this action by mailing a copy thereof, postage prepaid, to the Defendant, as follows:

Carlton Miller
1031 Kimball Drive
Durham, North Carolina 27705

This the 20 of March, 2014.

SESSOMS & ROGERS, P.A.

By: _____


Amber K. Kauffman
Attorney for Plaintiff
1822 East NC Highway 54, Suite 200
P.O. Box 110564
Durham, North Carolina 27709
Telephone: (919) 688-1000

POUNDS EX 0116

STATE OF NORTH CAROLINA
COUNTY OF DURHAM

IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION

14 CvD 2019

PORTFOLIO RECOVERY ASSOCIATES, LLC,

Plaintiff

vs.

CARLTON MILLER,

Defendant

AFFIDAVIT OF

MILITARY SERVICE

[AFF]

Amber K. Kauffman, having sworn or affirmed, deposes and says as follows:

1. She is the attorney for the plaintiff in the above-captioned civil action.
2. The undersigned states that She is familiar with the provisions of 50 U.S.C.A App. § 501, Service Members Civil Relief Act of 2003.
3. She represents to the Court that upon information and belief, the Defendant is not in the Military Service of the United States and is not entitled to the protection of the Service Members Civil Relief Act of 2003, nor any amendment thereto.
4. In support of this affidavit, a true and accurate copy of the Defendant's military status report is attached hereto as Exhibit "A" and incorporated herein by this reference.

This the 20 day of March, 2014.

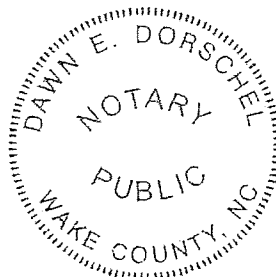
SESSOMS & ROGERS, P.A.

By: Amber K. Kauffman

Amber K. Kauffman
Attorney for Plaintiff
1822 East NC Highway 54, Suite 200
P.O. Box 110564
Durham, North Carolina 27709
Telephone: (919) 688-1000

Sworn to or affirmed and acknowledged before me,
this the 20 day of March, 2014.

Dawn E. Dorschel
Dawn E. Dorschel, Notary Public
My commission expires: 3/24/14



POUNDS EX 0117



Status Report Pursuant to Servicemembers Civil Relief Act

Last Name: MILLERFirst Name: CARLTON

Middle Name:

Active Duty Status As Of: Mar-19-2014

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

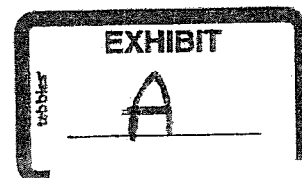
The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Mary M. Snavelly-Dixon

Mary M. Snavelly-Dixon, Director
Department of Defense - Manpower Data Center
4800 Mark Center Drive, Suite 04E25
Arlington, VA 22350

File #: 224952.001



POUNDS EX 0118

The Defense Manpower Data Center (DMDC), an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via the "defenseink.mil" URL: <http://www.defenseink.mil/faq/pis/PC09SLDR.html>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

Certificate ID: D8H5MB740002K10

File #: 224952.001

POUNDS EX 0119

STATE OF NORTH CAROLINA

Durham

County

2014 FEB -7 AM 8:49

DURHAM COUNTY C.S.C.

In The General Court Of Justice

☒ District ☐ Superior Court Division

Name Of Plaintiff

PORTFOLIO RECOVERY ASSOCIATES, LLC

Address c/o

Sessoms & Rogers, P.A. *nv*
Attorneys for Plaintiff

City, State, Zip

P.O. Box 110564
Durham, North Carolina 27709

VERSUS

Name Of Defendant(s)

CARLTON MILLER

Date Original Summons Issued

Date(s) Subsequent Summons(es) Issued

CIVIL SUMMONS

☐ ALIAS AND PLURIES SUMMONS (ASSESS FEE)

G.S. 1A-1, Rules 3, 4

To Each Of The Defendant(s) Named Below:

Name And Address Of Defendant 1

Carlton Miller
1031 Kimball Drive
Durham, NC 27705

Home Phone: (919)309-9874

259156



201403231

A Civil Action Has Been Commenced Against You!

You are notified to appear and answer the complaint of the plaintiff as follows:

1. Serve a copy of your written answer to the complaint upon the plaintiff or plaintiff's attorney within thirty (30) days after you have been served. You may serve your answer by delivering a copy to the plaintiff or by mailing it to the plaintiff's last known address, and
2. File the original of the written answer with the Clerk of Superior Court of the county named above.

If you fail to answer the complaint, the plaintiff will apply to the Court for the relief demanded in the complaint.

Name And Address Of Plaintiff's Attorney (If None, Address Of Plaintiff)

Amber K. Kauffman
Sessoms & Rogers, P.A.
P.O. Box 110564
Durham, North Carolina 27709

Date Issued

FEB 07 2014

Time

8:49

☒ AM

☐ PM

Signature

Yancy Henderson

☒ Deputy CSC

☐ Assistant CSC

☐ Clerk Of Superior Court

☐ ENDORSEMENT (ASSESS FEE)

This Summons was originally issued on the date indicated above and returned not served. At the request of the plaintiff, the time within which this Summons must be served is extended sixty (60) days.

Date Of Endorsement

Time

☐ AM

☐ PM

Signature

☐ Deputy CSC

☐ Assistant CSC

☐ Clerk Of Superior Court

NOTE TO PARTIES: Many counties have MANDATORY ARBITRATION programs in which most cases where the amount in controversy is \$15,000 or less are heard by an arbitrator before a trial. The parties will be notified if this case is assigned for mandatory arbitration, and, if so, what procedure is to be followed.

224952.001

AOC-CV-100, Rev. 6/11
© 2011 Administrative Office of the Courts

(Over)



* S U O O O O 2 2 4 9 5 2 *

POUNDS EX 0120

RETURN OF SERVICE

I certify that this Summons and a copy of the complaint were received and served as follows:

DEFENDANT 1

Date Served 2/10/14	Time Served 0950 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	Name Of Defendant Carlton Miller
------------------------	--	-------------------------------------

- ☐ By delivering to the defendant named above a copy of the summons and complaint.
- ☒ By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- ☐ As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)

Kimberly Miller 1031 Kimball Dr

☐ Other manner of service (specify)

☐ Defendant WAS NOT served for the following reason:

DEFENDANT 2

Date Served	Time Served <input type="checkbox"/> AM <input type="checkbox"/> PM	Name Of Defendant
-------------	--	-------------------

- ☐ By delivering to the defendant named above a copy of the summons and complaint.
- ☐ By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- ☐ As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)

☐ Other manner of service (specify)

☐ Defendant WAS NOT served for the following reason.

Service Fee Paid \$	Signature Of Deputy Sheriff Making Return [Signature]
Date Received	Name Of Sheriff (Type Or Print) Mr Andrews
Date Of Return 2/10/14	County Of Sheriff Dubuque

STATE OF NORTH CAROLINA

Durham

FILED

In The General Court Of Justice
☒ District ☐ Superior Court Division

Name And Address Of Plaintiff 1

Portfolio Recovery Associates, LLC
c/o Sessoms & Rogers, P.A.
P.O. Box 110564
Durham, North Carolina 27709

Name And Address Of Plaintiff 2

BY TSH

GENERAL

CIVIL ACTION COVER SHEET
☒ INITIAL FILING ☐ SUBSEQUENT FILING

Rule 5(b), General Rules of Practice For Superior and District Courts

Name And Address Of Attorney Or Party, If Not Represented (complete for initial appearance or change of address)

Amber K. Kauffman
P.O. Box 110564
Durham, North Carolina 27709

Telephone No.

(919) 688-1000

Cell Telephone No.

NC Attorney Bar No.

39804

Attorney E-Mail Address

VERSUS

Name Of Defendant 1

Carlton Miller

Summons Submitted ☒ Yes ☐ No☐ Initial Appearance in Case☐ Change of Address

Name Of Defendant 2

Name Of Firm

Sessoms & Rogers, P.A.

FAX No.

(919) 688-9000

Counsel for

☒ All Plaintiffs ☐ All Defendants ☐ Only (List party(ies) represented)Summons Submitted ☒ Yes ☐ No☐ Jury Demanded In Pleading☐ Complex Litigation☐ Amount in controversy does not exceed \$15,000☐ Stipulate to arbitration

TYPE OF PLEADING

(check all that apply)

- ☐ Amend (AMND) Assess Motions Fee (SEE NOTE)
☐ Amended Answer/Reply (AMND-Response) Assess Motions Fee (SEE NOTE)
☐ Amended Complaint (AMND) Assess Motions Fee
☐ Answer/Reply (ANSW-Response) (SEE NOTE)
☐ Change Venue (CHVN) Assess Motions Fee
☒ Complaint (COMP)
☐ Confession Of Judgment (CNFJ)
☐ Consent Order (CONS)
☐ Consolidate (CNLS) Assess Motions Fee
☐ Contempt (CNTP) Assess Motions Fee
☐ Continue (CNTN) Assess Motions Fee
☐ Compel (CMPL) Assess Motions Fee
☐ Counterclaim (CTCL) Assess Court Costs
☐ Crossclaim (List On Back) (CRSS) Assess Court Costs
☐ Dismiss (DISM) Assess Court Costs
☐ Exempt/Waive Mediation (EXMD) Assess Motions Fee
☐ Extend Statute Of Limitations, Rule 9 (ESOL) Assess Motions Fee
☐ Extend Time For Complaint (EXCO) Assess Motions Fee

NOTE: See Side Two for a list of motions not subject to the motions fee.

(check all that apply)

- ☐ Failure To Join Necessary Party (FJNP) Assess Motions Fee
☐ Failure To State A Claim (FASC)
☐ Improper Venue/Division (IMVN) Assess Motions Fee
☐ Intervene (INTR) Assess Motions Fee
☐ Interplead (OTHR) Assess Motions Fee
☐ Lack Of Jurisdiction (Person) (LJPN) Assess Motions Fee
☐ Lack Of Jurisdiction (Subject Matter) (LJSM) Assess Motions Fee
☐ Rule 12 Motion In Lieu Of Answer (MDLA) Assess Motions Fee
☐ Sanctions (SANC) Assess Motions Fee
☐ Set Aside (OTHR) Assess Motions Fee
☐ Show Cause (SHOW) Assess Motions Fee
☐ Transfer (TRFR) Assess Motions Fee
☐ Third Party Complaint (List Third Party Defendants on Back) (TPCL)
☐ Vacate/Modify Judgment (VCMD) Assess Motions Fee
☐ Withdraw as Counsel (WDCN) Assess Motions Fee
☐ Other (specify and list each separately)

NOTE: Assess fee only if court permission is required to amend.

CLAIMS FOR RELIEF

- | | | |
|--|---|---|
| <input type="checkbox"/> Administrative Appeal (ADMA) | <input type="checkbox"/> Injunction (INJU) | <input type="checkbox"/> Limited Driving Privilege - Out-Of-State |
| <input type="checkbox"/> Appointment Of Receiver (APRC) | <input type="checkbox"/> Medical Malpractice (MDML) | <input type="checkbox"/> Convictions (PLDP) |
| <input type="checkbox"/> Attachment/Garnishment (ATTC) | <input type="checkbox"/> Minor Settlement (MSTL) | <input type="checkbox"/> Possession Of Personal Property (POPP) |
| <input type="checkbox"/> Claim And Delivery (CLMD) | <input type="checkbox"/> Money Owed (MNYO) | <input type="checkbox"/> Product Liability (PROD) |
| <input checked="" type="checkbox"/> Collection On Account (ACCT) | <input type="checkbox"/> Negligence - Motor Vehicle (MVNG) | <input type="checkbox"/> Real Property (RLPR) |
| <input type="checkbox"/> Condemnation (CNDM) | <input type="checkbox"/> Negligence - Other (NEGO) | <input type="checkbox"/> Specific Performance (SPPR) |
| <input type="checkbox"/> Contract (CNTR) | <input type="checkbox"/> Motor Vehicle Lien G.S. 44A (MVLN) | <input type="checkbox"/> Other (specify and list separately) |
| <input type="checkbox"/> Discovery Scheduling Order (DSCH) | | |

Date

January 31, 2014

Signature Of Attorney/Party

Chelsea E. Tihlman

NOTE: All filings in civil actions shall include as the first page of the filing a cover sheet summarizing the critical elements of the filing in a format prescribed by the Administrative Office of the Courts, and the Clerk of Superior Court shall require a party to refile a filing which does not include the required cover sheet. For subsequent filings in civil actions, the filing party must either include a General Civil (AOC-CV-751), Motion (AOC-CV-752) or Court Action (AOC-CV-753) cover sheet.

AOC-CV-751, Rev. 6/11, © 2011 Administrative Office of the Courts

(Over)

POUNDS EX 0122

STATE OF NORTH CAROLINA FILED IN THE GENERAL COURT OF JUSTICE
COUNTY OF DURHAM 2011 FEB -7 AM 8:48 DISTRICT COURT DIVISION
DURHAM COUNTY C.S.C.

PORTFOLIO RECOVERY ASSOCIATES, LLC,

Plaintiff

VS.

COMPLAINT

CARLTON MILLER.

Defendant

The Plaintiff, complaining of the Defendant, alleges and says as follows:

1. The Plaintiff is a limited liability company organized under the laws of the state of Delaware, with a principal office and place of business in Norfolk, Virginia.

2. The Defendant is a resident of Durham County, North Carolina.

3. The Plaintiff is duly licensed as a collection agency in North Carolina by the Department of Insurance and has been issued permit number 4132.

4. The Plaintiff's predecessor in interest, GE Money Bank, a subsidiary of GE Capital Corp., opened a credit account (hereinafter "Account") for the Defendant and extended credit to the Defendant through the Account.

5. The Plaintiff's predecessor in interest extended credit to the Defendant pursuant to the terms and conditions set forth in the account agreement (hereinafter "Agreement").

6. The Defendant accepted and used the credit extended by GE Money Bank, a subsidiary of GE Capital Corp. through the Account during the period that the Account was active.

POUNDS EX 0123

7. The Defendant's use of the credit extended by GE Money Bank, a subsidiary of GE Capital Corp. ratified the Agreement thereby binding the Defendant to the terms and conditions set forth therein.

8. Account statements (hereinafter "Statements") reflecting the original account number and the credit issuer were mailed by the Plaintiff's predecessor in interest to the Defendant at the address provided by the Defendant while the Account was active. Copies of said Statements are attached hereto as Exhibit "A" and incorporated herein by this reference.

9. As this was a credit card account, the origination balance was \$0.00. The Statements reflect an itemization of the charges and fees owed, along with an explanation of how the balance owing on the Account was calculated. The last payment on the Defendant's Account was made on or about October 28, 2011. Pursuant to the provisions of G.S. § 24-5 (a), the Plaintiff is entitled to interest on the past due balance accruing at the legal rate of 8% per annum.

10. The Defendant defaulted under the terms of the Agreement because the Defendant failed to make the payments owing to GE Money Bank, a subsidiary of GE Capital Corp. when they became due.

11. Subsequent to the Defendant's default, the Account was charged-off by GE Money Bank, a subsidiary of GE Capital Corp. for non-payment.

12. Thereafter, the Defendant's Account was sold to and acquired by the Plaintiff herein, Portfolio Recovery Associates, LLC.

13. The chain of ownership of the Defendant's Account is attached hereto as Exhibit "B" and incorporated herein by this reference.

14. Pursuant to the terms and conditions of the Agreement, the Defendant is lawfully indebted to the Plaintiff in the amount of \$1,191.76, together with interest thereon at the legal rate of 8% per annum from the date of judgment. Said amount includes any offsets and credits to which the Defendant is lawfully entitled.

WHEREFORE, the Plaintiff prays the Court as follows:

1. That the Plaintiff have and recover from the Defendant the amount of \$1,191.76.
2. That the Plaintiff further have and recover from said Defendant interest on said amount at the legal rate of 8% per annum from and after the date of judgment, until paid in full.
3. That the Plaintiff further recover from said Defendant all costs of this action.
4. For such other and further relief as the Court may deem just and proper.

This the 4 day of February, 2014.

SESSOMS & ROGERS, P.A.

By: Chelsea E. Wilmar
for Amber K. Kauffman
Attorney for Plaintiff
1822 East NC Highway 54, Suite 200
P.O. Box 110564
Durham, North Carolina 27709
Telephone: (919) 688-1000

HOME DSGN-1 .CARE/GECRB
GE Money

Cardholder Name: CARLTON MILLER
Account Number: 1777
Statement Closing Date: 11/24/2011

Summary of Account Activity		Payment Information										
Previous Balance	\$880.41	New Balance	\$806.19									
+ New Purchases	\$0.00	Total Minimum Payment Due	\$31.00									
- Payments	\$94.00	Payment Due Date	12/17/2011									
+/- Credits, Fees & Adjustments (net)	\$0.00	PAYMENT DUE BY 5 P.M. EASTERN ON THE DUE DATE.										
+/- Interest Charge (net)	\$19.78	We may convert your payment into an electronic debit. See reverse side.										
New Balance	\$806.19	Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$35.00.										
Credit Limit	\$2,000.00	Minimum Payment Warning: Making only the Total Minimum Payment Due will increase the amount of interest you pay and the time it takes to repay your balance. For example:										
Available Credit	\$1,193.00	<table><tr><th>If you make no additional charges using this card and each month you pay ...</th><th>You will pay off the balance shown on this statement in about ...</th><th>And you will end up paying an estimated total of ...</th></tr><tr><td>Only the minimum payment</td><td>5 years</td><td>\$1,512.00</td></tr><tr><td>\$34.00</td><td>3 years</td><td>\$1,232.00 (Savings = \$280.00)</td></tr></table>		If you make no additional charges using this card and each month you pay ...	You will pay off the balance shown on this statement in about ...	And you will end up paying an estimated total of ...	Only the minimum payment	5 years	\$1,512.00	\$34.00	3 years	\$1,232.00 (Savings = \$280.00)
If you make no additional charges using this card and each month you pay ...	You will pay off the balance shown on this statement in about ...	And you will end up paying an estimated total of ...										
Only the minimum payment	5 years	\$1,512.00										
\$34.00	3 years	\$1,232.00 (Savings = \$280.00)										
Days in Billing Period	30	If you would like information about credit counseling services, call 1-877-302-8797.										
Pay online for free at: gogecapital.com												
For GE Capital Retail Bank customer service or to report your card lost or stolen, call 1-866-396-8254.												
Best times to call are Wednesday - Friday.												

Transaction Summary				
Tran Date	Post Date	Reference Number	Description	Amount
10/28/2011	10/28/2011	85348129DF3ARVNLB	PAYMENT - THANK YOU	\$94.00 CR
			FEES	
			TOTAL FEES FOR THIS PERIOD	\$0.00
			INTEREST CHARGED	
11/24/2011	11/24/2011		INTEREST CHARGE ON PURCHASES	\$19.78
			TOTAL INTEREST FOR THIS PERIOD	\$19.78
2011 Totals Year-to-Date				
Total Fees Charged in 2011				\$310.00
Total Interest Charged in 2011				\$441.19

Interest Charge Calculation				
Type of Balance	Expiration Date	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	NA	29.99%	\$802.25	\$19.78

* NOTICE: See reverse side and additional pages (if any) for important information concerning your account.

5302 CXH 1 7 22 111124 PAGE 1 of 3 9073 0500 GNR0 01EJ5302

Pay online at gogecapital.com or enclose this coupon with your check. Please use blue or black ink.



GE Money Bank

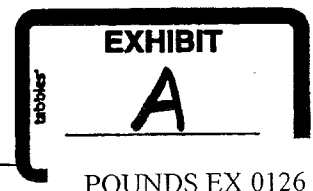
Total Minimum Payment Due	Payment Due Date	New Balance	Account Number
\$31.00	12/17/2011	\$806.19	1777

Payment Enclosed: \$

☐ New address or e-mail?
Check the box at left and print changes on back

CARLTON D MILLER
1031 KIMBALL DR
DURHAM NC 27705-1883

Make Payment to: GE CAPITAL RETAIL BANK
PO BOX 680081
ORLANDO, FL 32896-0081



Cardholder Name: LTON D MILLER

Account Number: 1777
Statement Closing Date: 11/24/2011

New Promotional Financing Plans

This notice is to let you know about promotional financing plans that may be available for you when you use your card for future purchases. Not all plans or plan periods will be available at every retailer. This is only a summary of key terms. Additional terms and conditions of promotional financing plans will be provided to you by your retailer at the time of your transaction. For purposes of this notification, your Purchase APR is 29.99%. If the APR is variable, this rate varies with the market based on the Prime Rate.

No Interest If Paid Within Promotional Period

(These can be advertised as Deferred Interest promotions)

There is no interest on the purchase if it is paid in full by the end of the promotional period. If the purchase is not paid in full by that date, interest will accrue and be imposed from the date of purchase at the Purchase APR seen above. This promotion may be offered for periods of 6, 9, 12, 15, 18 or 24 months.

Billed Interest Promotions

We will assess interest on your purchase at a special discounted rate as indicated on your sales receipt during the promotional period. After this period, interest will be assessed at the Purchase APR seen above. This promotion may be offered for periods of 12, 24, 36, 48, 60 or 72 months.

No Interest Promotions

We will assess no interest on your purchase (during the period the APR will be 0%). After the period, interest will be assessed at the Purchase APR seen above. This promotion may be offered for periods of 12, 18, 24, 36, 48, or 60 months.

If you receive a change in terms notice that changes your Purchase APR and this change becomes effective before the date of your purchase, the new Purchase APR will apply to the purchase balance added to your account.

Please keep this for your records. If you have any questions, please call us at the Customer Service number shown on your statement.

Cardholder News & Information

GE Money has changed its name to GE Capital. You may see both brands throughout the transition period.

HOME DSGN- (CARE/GECRB)
GE Money

Cardholder Name: CARLTON MILLER
Account Number: 1777
Statement Closing Date: 06/22/2012

Summary of Account Activity		Payment Information	
Previous Balance	\$1,158.78	New Balance	\$0.00
+ New Purchases	\$0.00	Total Minimum Payment Due	\$306.00
- Payments	\$0.00	Payment Due Date	06/24/2012
+/- Credits, Fees & Adjustments (net)	\$1,158.78	PAYMENT DUE BY 5 P.M. EASTERN ON THE DUE DATE.	
+/- Interest Charge (net)	\$0.00	We may convert your payment into an electronic debit. See reverse side.	
New Balance	\$0.00	Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$35.00.	
Credit Limit	\$2,000.00		
Available Credit	\$0.00		
Days in Billing Period	30		
Pay online for free at: gogecapital.com For GE Capital Retail Bank customer service or to report your card lost or stolen, call 1-866-386-8254.			
Best times to call are Wednesday - Friday.			

Transaction Summary												
Tran Date	Post Date	Reference Number	Description	Amount								
06/22/2012	06/22/2012	F907300HY00999990	CHARGE OFF ACCOUNT-PRINCIPALS	\$245.00 CR								
06/22/2012	06/22/2012	F907300HY00999990	CHARGE OFF ACCOUNT *FINANCE CHARGES*	\$948.76 CR								
			FEES									
06/17/2012	06/17/2012		LATE FEE	\$35.00								
			TOTAL FEES FOR THIS PERIOD	\$35.00								
			INTEREST CHARGED									
06/22/2012	06/22/2012		INTEREST CHARGE ON PURCHASES	\$0.00								
			TOTAL INTEREST FOR THIS PERIOD	\$0.00								
<table><tr><th colspan="2">2012 Totals Year-to-Date</th></tr><tr><td>Total Fees Charged in 2012</td><td>\$210.00</td></tr><tr><td>Total Interest Charged in 2012</td><td>\$123.55</td></tr><tr><td>Total Interest Paid in 2012</td><td>\$0.00</td></tr></table>					2012 Totals Year-to-Date		Total Fees Charged in 2012	\$210.00	Total Interest Charged in 2012	\$123.55	Total Interest Paid in 2012	\$0.00
2012 Totals Year-to-Date												
Total Fees Charged in 2012	\$210.00											
Total Interest Charged in 2012	\$123.55											
Total Interest Paid in 2012	\$0.00											

Interest Charge Calculation				
Type of Balance	Expiration Date	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	NA	29.99%	\$0.00	\$0.00

* NOTICE: See reverse side and additional pages (if any) for important information concerning your account.

5302 CXH 1 3 22 120622 Z D PAGE 1 of 1 9073 0500 GNR0 01EJ5302

Pay online at gogecapital.com or enclose this coupon with your check. Please use blue or black ink.



GE Money Bank

Total Minimum Payment Due	Past Due Amount	Payment Due Date	New Balance	Account Number
\$306.00	\$0.00	06/24/2012	\$0.00	1777

Payment Enclosed: \$

☐ New address or e-mail?
Check the box at left and
print changes on back

Payment due includes \$ 0.00 past due. Please pay the past due amount PROMPTLY.

CARLTON D MILLER
1031 KIMBALL DR
DURHAM NC 27705-1883

Make Payment to: GE CAPITAL RETAIL BANK
PO BOX 980061
ORLANDO, FL 32896-0061

POUNDS EX 0128



GE Capital

BILL of SALE

PRA Fresh - June 2012

For value received and in further consideration of the mutual covenants and conditions set forth in the Forward Flow Receivables Purchase Agreement (the "Agreement"), dated as of the 25th day of June, 2012 by and between General Electric Capital Corporation, GE Money Bank, GEMB Lending, Inc., Monogram Credit Services, L.L.C., RFS Holding, L.L.C., and GEM Holding, L.L.C. (collectively "Seller") and Portfolio Recovery Associates, LLC ("Buyer"), Seller hereby transfers, sells, conveys, grants, and delivers to Buyer, its successors and assigns, without recourse except as set forth in the Agreement, to the extent of its ownership, the Receivables as set forth in the Notification Files (as defined in the Agreement), delivered by Seller to Buyer on June 27, 2012, and as further described in the Agreement.

GE Capital Retail Bank

By: [Signature]
Glenn Marino

Title: EVP

Date: 4-25-13

Monogram Credit Services, L.L.C.

By: [Signature]
Glenn Marino

Title: President

Date: 4-25-13

General Electric Capital Corporation

By: [Signature]
Glenn Marino

Title: Vice President

Date: 4-25-13

RFS Holding, L.L.C

By: _____
Joseph Ressa

Title: CFO

Date: _____

GEMB Lending, Inc.

By: _____
Stephen Motta

Title: Director

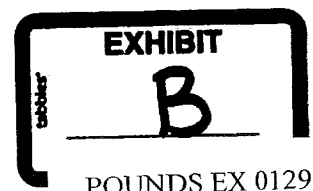
Date: _____

GEM Holding, L.L.C

By: _____
Joseph Ressa

Title: CFO

Date: _____





GE Capital

BILL of SALE

PRA Fresh – June 2012

For value received and in further consideration of the mutual covenants and conditions set forth in the Forward Flow Receivables Purchase Agreement (the "Agreement"), dated as of the 25th day of June, 2012 by and between General Electric Capital Corporation, GE Money Bank, GEMB Lending, Inc., Monogram Credit Services, L.L.C., RFS Holding, L.L.C., and GEM Holding, L.L.C. (collectively "Seller") and Portfolio Recovery Associates, LLC ("Buyer"), Seller hereby transfers, sells, conveys, grants, and delivers to Buyer, its successors and assigns, without recourse except as set forth in the Agreement, to the extent of its ownership, the Receivables as set forth in the Notification Files (as defined in the Agreement), delivered by Seller to Buyer on June 27, 2012, and as further described in the Agreement.

GE Capital Retail Bank

By: _____
Glenn Marino

Title: EVP

Date: _____

Monogram Credit Services, L.L.C.

By: _____
Glenn Marino

Title: President

Date: _____

General Electric Capital Corporation

By: _____
Glenn Marino

Title: Vice President

Date: _____

RFS Holding, L.L.C

By: _____
Joseph Ressa

Title: CFO

Date: _____

GEMB Lending, Inc.

By: [Signature]
Stephen Motta

Title: Director

Date: 4/22/13

GEM Holding, L.L.C

By: _____
Joseph Ressa

Title: CFO

Date: _____

POUNDS EX 0130



GE Capital

BILL of SALE

PRA Fresh - June 2012

For value received and in further consideration of the mutual covenants and conditions set forth in the Forward Flow Receivables Purchase Agreement (the "Agreement"), dated as of the 25th day of June, 2012 by and between General Electric Capital Corporation, GE Money Bank, GEMB Lending, Inc., Monogram Credit Services, L.L.C., RFS Holding, L.L.C., and GEM Holding, L.L.C. (collectively "Seller") and Portfolio Recovery Associates, LLC ("Buyer"), Seller hereby transfers, sells, conveys, grants, and delivers to Buyer, its successors and assigns, without recourse except as set forth in the Agreement, to the extent of its ownership, the Receivables as set forth in the Notification Files (as defined in the Agreement), delivered by Seller to Buyer on June 27, 2012, and as further described in the Agreement.

GE Capital Retail Bank

By: _____
Glenn Marino

Title: EVP

Date: _____

Monogram Credit Services, L.L.C.

By: _____
Glenn Marino

Title: President

Date: _____

General Electric Capital Corporation

By: _____
Glenn Marino

Title: Vice President

Date: _____

RFS Holding, L.L.C.

By: Joseph Ressa
Joseph Ressa

Title: CFO

Date: 4-22-13

GEMB Lending, Inc.

By: _____
Stephen Motta

Title: Director

Date: _____

GEM Holding, L.L.C.

By: Joseph Ressa
Joseph Ressa

Title: CFO

Date: 4-22-13

POUNDS EX 0131

ACCTNUM	1777
MKR_FN	CARLTON
MKR_LN	MILLER
CMPNY_NAME	
MKR_TAXID	3525
MKR_AD1	1031 KIMBALL DR
MKR_AD2	
MKR_AD3	
MKR_CITY	DURHAM
MKR_ST	NC
MKR_ZIP	27705-1863
MKR_HP	9193099874
MKR_WP	0
MKR_BARDATE	0
MKR_BKCHAP	
MKR_CASENUM	
MKR_DISCHDTE	0
MKR_DISMSDTE	0
MKR_BKMEETDTE	0
MKR_BKCOURT	
MKR_BKFILEDT	0
ECOA	1
OPENDATE	20101007
CHGOFF_DATE	20120622
RMSLASTPMT	20111028
LASTPMTAMT	94
DOFD	20111225
CHGOFFCODE	UNPY
LOSSAMT	1191.76
CURBAL	1191.76
RMSFILENUM	67498120
ACCTSTS	S14
STSDESC	Sold FF Fresh
JDGDATE	0
OFF_CODE	MCI203
OFF_DESC	WCI Home Source
BCLE	181
BCLE_DESC	Retail Bank
BUYERCODE	X53S
INT_RATE	29.99
NET_COSTS	0
NET_INTEREST	946.76
NET_PRINCIPAL	245
PRINC_LOSS	245
ASSOC_COSTS	0

POUNDS EX 0132

ACCRD_INT	946.76
CREDITSCOR	0
_ASTPURCHDT	20101014
CMKR_FN	
CMKR_LN	
CMKR_TAXID	
CMKR_ADDR1	
CMKR_ADDR2	
CMKR_CITY	
CMKR_STATE	
CMKR_ZIP	
CMKR_LIABLE	
MKR_DOB	

Data printed by Portfolio Recovery Associates, LLC from electronic records
provided by GENERAL ELECTRIC CAPITAL CORP pursuant to the sale of accounts from GENERAL ELECTRIC CAPITAL CORP
to Portfolio Recovery Associates, LLC

SESSOMS & ROGERS, P.A.
ATTORNEYS AT LAW

MAILING ADDRESS:
P.O. Box 110564
DURHAM, NC 27709

TELEPHONE (919) 688-1000
FACSIMILE (919) 688-9000

March 19, 2014

Clerk of Superior Court
Durham County Courthouse
510 South Dillard Street
Durham, North Carolina 27701

Re: Portfolio Recovery Associates, LLC
v.
Carlton Miller
Durham County Case No. 14 CvD 2019

BY
DURHAM
2014
PUM

Dear Sir or Madam:

We are enclosing the original and one (1) copy of the Affidavit and Motion for Judgment by Default, together with the original and the Notice required by G.S. § 1A-1, Rule 55(b)(2)b, an Affidavit of Military Service, and a proposed Entry of Default. Pursuant to the holding in Williams v. Moore, 95 N.C. App. 601, 383 S.E.2d 416 (1989), please file the Affidavits and Motion and enter the proposed Entry of Default as authorized by N.C. Gen. Stat. § 1A-1, Rule 55(a). Please return the extra file-stamped copy of these documents to our office. We enclose a self-addressed, stamped envelope for your convenience.

We will submit the judgment to your office for a judge's signature in thirty days, as required by G.S. § 1A-1, Rule 55(b)(2)b.

Thank you very much for your assistance. If you have any questions with respect to this matter, or if you need any further or additional information, please contact our firm at the address or telephone number above.

Sincerely yours,

SESSOMS & ROGERS, P.A.

S&R:ded
Enclosures
cc: Carlton Miller

This is an attempt to collect a debt, any information obtained will be used for that purpose,
and this communication is sent to you in our capacity as a debt collector.

POUNDS EX 0134

SESSOMS & ROGERS, P.A.
ATTORNEYS AT LAW

MAILING ADDRESS:
P.O. BOX 110564
DURHAM, NC 27709

14 APR 30 AM 10:46
TELEPHONE (919) 688-1000
FACSIMILE (919) 688-9000
DURHAM COUNTY, C.S.C.

April 29, 2014

BY _____

Clerk of Superior Court
Durham County Courthouse
510 South Dillard Street
Durham, North Carolina 27701

Re: Portfolio Recovery Associates, LLC
v.
Carlton Miller
Durham County Case No. 14 CvD 2019

To Judge Hill
Thank You
Lela

Dear Sir or Madam:

We are enclosing the original and one copy of the proposed Judgment by Default for signature by one of your District Court Judges. Default has already been entered, and the Defendant has failed to file any response to the notice as required under G.S. § 1A-1, Rule 55(b)(2)b. Pursuant to the holding in Taylor v. Triangle Porsche-Audi, Inc., 27 N.C. App. 711, 220 S.E.2d 396 (1975), please deliver this Judgment to a District Court Judge for entry as authorized by N.C. Gen. Stat. § 1A-1, Rule 55(b)(2)b.

When the judgment has been entered, please return the extra file-stamped copy of the Judgment to our office at the address above. We enclose a self-addressed stamped envelope for your convenience.

If you have any questions with respect to this matter, or if you need any further or additional information, please contact our firm at the address or telephone number above. Thank you very much for your assistance.

Sincerely yours,

SESSOMS & ROGERS, P.A.



Lee C. Rogers
Attorney at Law

LCR:ded
Enclosures

This is an attempt to collect a debt, any information obtained will be used for that purpose,
and this communication is sent to you in our capacity as a debt collector.

POUNDS EX 0135

14 C.P. 212

FILE NO(S): _____ VCAP FLAG (Y) ☒ (N) _____

AYOR NAME: _____

AYEE NAME: SESSOMS & ROGERS, P.A. ATTORNEYS AT LAW

FILING FEES: _____ CVS \$ _____ X CVDC \$ 150.00

CDDC \$ _____

MOTIONS \$ _____ (21450)

ALIAS PLURIES \$ _____ (21455)

ENDORSEMENT _____ (21455)

ES

DRIVING PRIVILEGE \$ _____ (24335)

(22220) CHANGE OF VENUE \$ _____

(21400) LIS PENDENS \$ _____

(24310) TRIAL DE NOVO \$ _____

(26130) CONDEMNATIONS \$ _____

PRO HAC VICE \$ _____

FAN DISTRIBUTING LLC

FIA CARD SERVICES NA

GLOBAL ACCEPTANCE CREDIT CO, LP

GOVERNMENT EMPLOYESS INS CO

HEAVNER FURITURE

HSBC BANK

HUTCHINGS & HUTCHINGS, CPC PA

MAZDA AMERICAN CREDIT

NATIONAL FINANCE

NATIONAL FINANCE CO INC

NORTH STATE ACCEPTANCE

X PORTFOLIO RECOVERY ASSOCIATES LLC

PUBLIC SERVICE OF NC, INC

RTP FEDERAL CREDIT UNION

STATE EMPLOYEES' CREDIT UNION

STATE FARM BANK

SUNTRUST BANK

TARGET NATIONAL BANK

UNIFUND CCR PARTNERS

SESSOMS & ROGERS, P.A. • ATTORNEYS AT LAW • COURT COST ACCOUNT NEW

Check No. 1001108

1001108

POUNDS EX 0136

K OF SUPERIOR COURT CIVIL RECEIPTING

Taylor Henderson
3127

JANICE BURGESS EXT-301

FILE NO(S): _____ VCAP FLAG (Y) _____ (N) _____

PAYOR NAME: _____

PAYEE NAME: _____

FILING FEES: _____

CVM \$ _____

MISC FEES \$ _____

CITIFINANCIAL

HEAVNER FURITURE

KIMBELL'S FURITURE

ONEMAIN FINANCIAL

NATIONAL FINANCE CO INC

APPLE REALTY

ALLEN TON MGT

ASSOC REALTY INC

BECCO INVESTMENTS

BOB SCHMITZ

BRASWELL PROPERTIES INC

BROWNLEE LAW FIRM

BRIDGES @ SOUTHPOINT APTS

CAMBRIDGE VILLAGE APTS, LLC

CAMDEN POINTE APTS

CAMPUS CROSSINGS APTS

CARVER PONS APTS

CASA

CHRIS FELDER

CIC & ASSOC

COUNTRY SCENE APTS

CRYSTAL VILLAGE

DURHAM COMMUNITY LAND TRUSTEES INC

DURHAM HOISERY MILL

DURHAM HOUSING

EDGEWOOD PROPERTIES

EMERALD FOREST

ENO REALTY

EVANS REALTY HOLDINGS

EVERGREENS @ MT. MORIAH, LLC

EXCELNAMICS INC

FEATHERSTONE VILLAGE

FOX FIRE APTS

GEORGE SPAULDING

GLENDAL APTS

GLOBAL R&S INC

GRIFFIN ASSOC REALTORS

HCO PROPERTIES

HERITAGE RENTALS INC

INVESTMENTS PROJECTS LLC

JAMES WILLIAMS

JOE THICKS REAL ESTATE CO

WATERFORD VILLAGE APTS

JOE MATTHEWS PROPERTY MGT

LEVEL 51 TEN APTS

NORTH STATE ACCEPTANCE

RTP FEDERAL CREDIT UNION

SCHEWELL FURNITURE

SPRINGLEAF FINANCIAL SERVICES

STATE EMPLOYEES CREDIT UNION

LINCOLN APTS

LUXOR PROPERTIES

MAPLEWOOD APTS

MATHISON ASSOCIATES

MORRENE MANOR APTS

MORRENE WEST APTS

NORTHSIDE TOWNHOMES

OAK CREEK VILLAGE

OAKS @ NORTHGATE

PARK RIDGE ESTATES

PENRITH TOWNHOMES

PHOENIX REALTY OF WAKE CO

PLAZA PROPERTY MGT LLC

PRESIDENTIAL APTS

RALPH OWENS RENTALS

REAL ESTATE ASSOC

RENT MAN

RENTAL REALTY LLC

RICK SOLES

ROBERTS CO

ROYAL OAKS APTS

S & L ENTERPRISE - C LLC

SAVANNAH PLACE APTS

SEGAL PROPERTIES LLC

SERVICE PLUS REALTY INC

SHERWOOD PARK LTD PTNSHP

SOUTH EAST REAL ESTATE

SOUTH SQUARE TOWNHOMES

SOUTHERN REAL ESTATE

STONEWOOD APTS

THE LANDING APTS

TICON PROPERTIES

TRIANGLE COMMUNITIES

TRIANGLE POINTE APTS

UNDERWOOD APTS

VAC LLLP

VALLEY TERRACE APTS

WILLOWBROOK APTS

WILLOWDAILE APTS

DURHAM COUNTY CLERK OF SUPERIOR COURT CIVIL RECEIPTING

JANICE BURGESS EXT.-308

POUNDS EX 0137

GUILFORD COUNTY
Guilford County Courthouse
P.O. Box 3008
Greensboro NC 27402

EXECUTION REQUEST FORM

JUN 9 2016

Guilford County

File Number: 15 CvD 5238

Abstract Number: J2001

Name of Judgment Debtor(s):

Vilayuan Sayaphet-Tyler

3234 Twin Brooks Drive

Greensboro, North Carolina 27407

Name of Requestor (Type or Print)

Lee C. Rogers

Requestor Signature:

Request Date

June 22, 2016

Execution Fee: 21400 (21430)

\$ 25.00

County Requested / File Number(s):

Guilford

County Requested / File Number(s):

Clerk: mab



© 2007 ADMINISTRATIVE OFFICE OF THE COURTS - TECHNOLOGY SERVICES DIVISION
Civil 2

VERSION: 10/24/2011



EXHIBIT

8

POUNDS EX 0138

ILFORD-GB COUNTY CLERK OF COURT

C280835

06/30/16 16:48:15

PAYOR: SAYAPHET-TYLER,VILAYUAN

PAYEE:

CASE#: 15CVD005238 VCAP:N

CITAH:

21400 MISC SPEC FEES	25.00
----------------------	-------

TOTAL PAID	25.00
------------	-------

CD TENDERED	25.00
-------------	-------

CHANGE	.00
--------	-----

6167 ID C40BGR

POUNDS EX 0139

SESSOMS & ROGERS, P.A.
ATTORNEYS AT LAW

MAILING ADDRESS:
P.O. Box 110564
DURHAM, NC 27709

TELEPHONE (919) 688-1000
FACSIMILE (919) 688-9000

June 22, 2016

Clerk of Superior Court
Guilford County Courthouse
P.O. Box 3008
Greensboro, North Carolina 27402

FILED
2016 JUN 27 A 9:57
GUILFORD COUNTY C.S.C.
BY _____

Re: Portfolio Recovery Associates, LLC
v.
Vilayuan Sayaphet-Tyler
Guilford County Case No. 15 CvD 5238

Dear Sir or Madam:

We are enclosing the original and two copies of an execution in the above-captioned matter. Please issue the execution and forward it, along with the enclosed check for service, to the Guilford County Sheriff's Department. We would appreciate if you would be kind enough to return one copy of the execution to us in the enclosed, self-addressed, stamped envelope.

Thank you very much for your assistance. If you have any questions or need additional information, please contact our firm.

Sincerely yours,

SESSOMS & ROGERS, P.A.

S&R:crp
Enclosures
262743.001

POUNDS EX 0140

STATE OF NORTH CAROLINA

File No.

15 CvD 5238

Abstract No.

JMT 1

Judgment Docket Book And Page No.

Date Judgment Filed

July 2, 2015

Guilford

County

FILED

In The General Court Of Justice

☒ District ☐ Superior Court DivisionName Of Plaintiff
2015 NOV -9 A 9:01
PORTFOLIO RECOVERY ASSOCIATES, LLCName Of Defendant
VERSUS
VILAYUAN SAYAPHET-TYLERTO:
Name And Address Of Judgment Debtor 1
Vilayuan Sayaphet-Tyler
3234 Twin Brooks Drive
Greensboro NC 27407TO:
Name And Address Of Judgment Debtor 2
10-30 0937 NUR/CC
11-2 1111 NUR/CCNOTICE OF RIGHT TO
HAVE EXEMPTIONS

DESIGNATED SERVICES ATTEMPTED		
DATE	TIME	OFFICER
10-30	0937	NUR/CC
11-2	1111	NUR/CC

NOTE: Attach a copy of AOC-CV-407 if the judgment was filed before 1/1/06. For judgments filed after 1/1/06, attach AOC-CV-415.

A judgment has been entered against you in the case captioned above in which you have been ordered to

☒ pay money over to the judgment creditor.☐ turn over various household belongings to the judgment creditor.

The judgment creditor (person who has the judgment against you) is now seeking to collect this judgment and has asked me to give you notice of your rights. Under the Constitution and laws of North Carolina, you have the right to exempt from the collection of the judgment certain of your property (in other words, to keep it from being taken from you). If you wish to keep your exempt property, you MUST fill out the attached Motion To Claim Exempt Property and mail or take it to the Clerk of Superior Court at the address listed below. You MUST also mail or take a copy to the judgment creditor at the address listed below. The law gives you another option of requesting, in writing, a hearing before the Clerk to claim your exemptions. If you make a written request for a hearing, you will be notified of the time and place of the hearing when you may claim your exemptions.

It is important that you respond to this Notice no later than twenty (20) days after it was served on you because you will lose valuable statutory rights if you do nothing. If you do not respond, you will give up your right to statutory exemptions and the judgment creditor may be able to take any or all of your property to satisfy the judgment. You have certain constitutional rights you may claim if you give up your statutory rights. You may wish to consider hiring an attorney to help you with this proceeding to make certain that you receive all the protections to which you are entitled.

NOTICE TO JUDGMENT DEBTOR: THERE ARE CERTAIN EXEMPTIONS UNDER STATE AND FEDERAL LAW THAT YOU ARE ENTITLED TO CLAIM IN ADDITION TO THE EXEMPTIONS LISTED IN THE MOTION TO CLAIM EXEMPT PROPERTY THAT IS ENCLOSED WITH THIS NOTICE. These exemptions may include social security, unemployment, and workers' compensation benefits and earnings for your personal services rendered within the last 60 days. There is available to you a prompt procedure for challenging an attachment or levy on your property.

Name And Address Of Judgment Creditor Or Attorney

Chelsea E. Uhlman
Sessoms & Rogers, P.A.
P.O. Box 110564
Durham, North Carolina 27709

Date
10/26/15

Signature

Demi M. Newton

☐ Deputy CSC☒ Assistant CSC☐ Clerk Of Superior Court

Address Of The Clerk Of Superior Court

Clerk of Superior Court
Guilford County Courthouse
Greensboro, North Carolina 27402

Telephone No.

(919) 688-1000

NOTICE TO THE JUDGMENT CREDITOR:

You may serve this Notice and the Motion To Claim Exempt Property by mailing a copy of each, registered or certified mail, return receipt requested, addressed to the judgment debtor. To prove service, you must file an affidavit (notarized by a notary public) with the Clerk asserting that (1) a copy of the Notice of Rights and Motion To Claim Exempt Property was deposited in the post office for mailing by registered or certified mail, return receipt requested; (2) it was in fact received as evidenced by the attached registry receipt or other evidence of delivery; and (3) the genuine receipt or other evidence of delivery is attached. You must attach the post office delivery receipt to the affidavit. Alternatively, you may choose to have this Notice and the Motion served by the sheriff. If you select this method, you must pay a service fee. If your attempted service by certified or registered mail or personal service by the sheriff fails, you may then serve the judgment debtor by mailing a copy of Notice and Motion to the judgment debtor at his/her last known address. To prove service, you must file a certificate with the Clerk that the notice and motion were served indicating why you used such service, the date the notice was mailed and the address to which it was mailed. Remember, you may NOT use service by regular first class mail until you have tried first to serve the judgment debtor personally or by certified or registered mail and such service was unsuccessful.

AOC-CV-406, Rev. 2/06

© 2006 Administrative Office of the Courts

262743.001

(Over)

POUNDS EX 0141

RETURN OF SERVICE

I certify that this Notice and a copy of a Motion to Claim Exempt Property were received and served as follows:

JUDGMENT DEBTOR 1

Date Served <u>11-4-15</u>	Time Served <u>1356</u> <input type="checkbox"/> AM <input type="checkbox"/> PM	Name Of Judgment Debtor 1 <u>VILAYUAN SAYAPHEE - TYLER</u>
-------------------------------	--	---

- ☐ By delivering to the judgment debtor named above a copy of this Notice and Motion To Claim Exempt Property.
- ☒ By leaving a copy of this Notice and Motion To Claim Exempt Property at the dwelling house or usual place of abode of the judgment debtor named above with a person of suitable age and discretion then residing therein.

Name And Address Of Person With Whom Copies Left

MICHAEL T. POER #1056901 3234 TWIN BROOK DR

☐ Other Manner Of Service (specify)

☐ Judgment debtor WAS NOT served for the following reason:

Service Fee Paid \$	Date Received	Name Of Sheriff (Type Or Print)
Paid By	Date Of Return	County
		Signature Of Deputy Sheriff Making Return

JUDGMENT DEBTOR 2

Date Served	Time Served <input type="checkbox"/> AM <input type="checkbox"/> PM	Name Of Judgment Debtor 2
-------------	--	---------------------------

- ☐ By delivering to the judgment debtor named above a copy of this Notice and Motion To Claim Exempt Property.
- ☐ By leaving a copy of this Notice and Motion To Claim Exempt Property at the dwelling house or usual place of abode of the judgment debtor named above with a person of suitable age and discretion then residing therein.

Name And Address Of Person With Whom Copies Left

☐ Other Manner Of Service (specify)

☐ Judgment debtor WAS NOT served for the following reason:

Service Fee Paid \$	Date Received <u>10-27-15</u>	Name Of Sheriff
Paid By	Date Of Return <u>11-4-15</u>	County
		Signature Of Deputy Sheriff Making Return <u>[Signature]</u>

[Stamp: J. Barnes, Sheriff, Guilford County]

SESSOMS & ROGERS, P.A.
ATTORNEYS AT LAW

MAILING ADDRESS:
P.O. BOX 110564
DURHAM, NC 27709

TELEPHONE (919) 688-1000
FACSIMILE (919) 688-9000

September 25, 2015

Clerk of Superior Court
Guilford County Courthouse
P.O. Box 3008
Greensboro, North Carolina 27402

Re: Portfolio Recovery Associates, LLC
v.
Vilayuan Sayaphet-Tyler
Guilford County Case No. 15 CvD 5238

FILED
2015 OCT 26 A 11:18
GUILFORD COUNTY C.S.C.
BY *tk*

Dear Sir or Madam:

We are enclosing the original and one copy of a proposed Notice of Right to Have Exemptions Designated, along with two copies of the required Motion to Claim Exempt Property in this case. Please issue the notice and deliver it, along with the motions and the enclosed check for service, to the **Guilford** County Sheriff's Department.

Thank you very much for your assistance. Please feel free to contact us if you have any questions concerning this case.

Sincerely yours,

SESSOMS & ROGERS, P.A.

S&R:rr2
Enclosures
262743.001

POUNDS EX 0143

STATE OF NORTH CAROLINA

Guilford

County

No.

15 CivD 5238

In The General Court Of Justice

☐ Small Claims ☒ District ☐ Superior Court Division

Name Of Plaintiff

PORTFOLIO RECOVERY ASSOCIATES, LLC

VERSUS

Name Of Defendant

VILAYUAN SAYAPHET-TYLER

CIVIL BILL OF COSTS

G.S. 7A-305

ADVANCE COSTS:

INITIAL FILING

General Court Of Justice Fee

District: Magistrate.....\$ 77.55

District: Judge.....\$ 127.55

Superior: All Civil Cases.....\$ 177.55

Telephone System Fee.....\$ 4.00

LAA Fee: All Civil Cases.....\$ 2.45

Facilities Fee - Magistrate \$12, District \$16, Superior \$16

To:

Business Court Designation Fee (21122) \$1,100.00

NOTE: The \$1,100.00 Business Court Designation Fee amount applies to actions commenced and petitions filed on or after Oct. 1, 2014. The fee amount is \$1,000.00 for actions commenced and petitions filed on or before Sept. 30, 2014.

COUNTER, CROSS CLAIMS, AND THIRD PARTY COMPLAINTS

General Court Of Justice Fee

District: Magistrate.....\$ 77.55

District: Judge.....\$ 127.55

Superior: All Civil Cases.....\$ 177.55

Telephone System Fee.....\$ 4.00

LAA Fee: All Civil Cases.....\$ 2.45

Facilities Fee - Magistrate \$12, District \$16, Superior \$16

To:

Business Court Designation Fee (21122) \$1,100.00

NOTE: The \$1,100.00 Business Court Designation Fee amount applies to actions commenced and petitions filed on or after Oct. 1, 2014. The fee amount is \$1,000.00 for actions commenced and petitions filed on or before Sept. 30, 2014.

TOTAL ADVANCE COSTS

ADDITIONAL EXPENSES:

Notice Of Hearing Fee - \$20

Alias and Pluries Or Endorsement Fee - \$15

Process Fee - \$30 each process

To: Guilford Sheriff's Office for Notice of Right

Other Sheriff's Fees - See G.S. 7A-311(a)(3)-(5)

To:

Witness Fee - \$5/day or fraction thereof, plus travel expenses

To:

Expert Witness Fee - As set by the Judge

To:

Certified Mail Or Service By Publication Cost

To:

Transcript - Costs on Appeal

To:

Other Fees - As set by the Judge (e.g., GAL fee, premium on prosecution bond, costs of blood test to determine parentage, etc.)

To:

To:

Counsel Fee - As set by the Judge

To:

TOTAL ADDITIONAL COSTS

TOTAL COSTS AND ADDITIONAL CHARGES

To Be Paid By: ☐ Plaintiff ☒ Defendant ☒ Per JudgmentDate
9/25/2015Prepared By Sessoms & Rogers, P.A.
Attorney for Plaintiff

AOC-CV-382, Rev. 10/14

© 2014 Administrative Office of the Courts

POUNDS EX 0144

LS

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION

15 CvD 5238

FILED
15 JUL 17 AM 11:24

GUILFORD COUNTY, C.S.C.

PORTFOLIO RECOVERY ASSOCIATES, LLC,)

Plaintiff)

vs.)

VILAYUAN SAYAPHET-TYLER,)

Defendant)

BY [Signature]

CERTIFICATE

OF SERVICE

This is to certify that, pursuant to G.S. § 1A-1, Rule 5(b), a copy of the judgment was this day served upon the Defendant in this action by mailing a copy thereof, postage prepaid, to the Defendant, as follows:

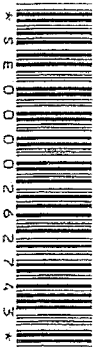
Vilayuan Sayaphet-Tyler
3234 Twin Brooks Drive
Greensboro, North Carolina 27407

This the 16 day of July, 2015.

SESSOMS & ROGERS, P.A.

By: [Signature]

Chelsea E. Uhlman
Attorney for Plaintiff
P.O. Box 110564
Durham, North Carolina 27709
Telephone: (919) 688-1000

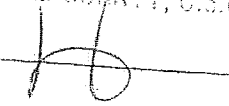


POUNDS EX 0145

SESSOMS & ROGERS, P.A.
ATTORNEYS AT LAW

MAILING ADDRESS:
P.O. BOX 110564
DURHAM, NC 27709

July 14, 2015

FILED
15 JUL 17 AM 11:21
TELEPHONE (919) 688-1000
FACSIMILE (919) 688-9000
GUILFORD COUNTY, C.S.C.
BY 

Clerk of Superior Court
Guilford County Courthouse
P.O. Box 3008
Greensboro, North Carolina 27402

Re: Portfolio Recovery Associates, LLC
v.
Vilayuan Sayaphet-Tyler
Guilford County Case No. 15 CvD 5238

Dear Sir or Madam:

Our firm represents the plaintiff in the above captioned action. In that regard, we are enclosing the original and one (1) copy of a Certificate of Service for filing in this case. Please file the original and return the copy to our office at the address above after it has been file-stamped. We are enclosing a self-addressed, stamped envelope for that purpose.

Thank you very much for your assistance. If you have any questions with respect to this matter, or if you need any further or additional information, please contact our firm at the address above.

Sincerely yours,

SESSOMS & ROGERS, P.A.

S&R:bsa
Enclosures
cc: Vilayuan Sayaphet-Tyler
262743.001

This is an attempt to collect a debt, any information obtained will be used for that purpose,
and this communication is sent to you in our capacity as a debt collector.

POUNDS EX 0146

File No.

15CVJ 5238

LEAD DOCUMENT FOR
SCANNING

AUDIT TRAIL

Date Filmed

Description

Film No.

79

8

15-104

IN THE GENERAL COURT OF JUSTICE

COUNTY OF GUILFORD

DISTRICT COURT DIVISION

15 CvD 5238

PORTFOLIO RECOVERY ASSOCIATES, LLC,

Plaintiff

VS.

JUDGMENT BY DEFAULT

[DEFJ]

VILAYUAN SAYAPHET-TYLER,
3234 Twin Brooks Drive
Greensboro, North Carolina 27407

Defendant

THIS CAUSE came on to be heard before the undersigned Clerk of Superior Court of Guilford County, North Carolina, upon motion by the plaintiff for the Entry of Default Judgment against the Defendant, pursuant to the provisions of G.S. § 1A-1, Rule 55; and

IT APPEARED TO THE COURT and the Court entered the following findings of fact and conclusions of law:

1. The plaintiff initiated this action against the Defendant on April 27, 2015.
2. The defendant is a resident of Guilford County, North Carolina, and is therefore subject to the jurisdiction of this Court, pursuant to the provisions of G.S. § 1-75.4 (1).
3. Service of process was properly obtained by serving copies of the summons and complaint upon the Defendant on or about May 2, 2015, in compliance with the requirements of G.S. § 1A-1, Rule 4(j)(1).
4. This is an action for a sum certain or a sum which can by computation be made certain, and the Court has jurisdiction over the parties and the subject matter of this action.
5. The Defendant is neither an infant nor an incompetent person, nor in military service, nor under any other legal disability.

JUL 08 2015
9m41
38

POUNDS EX 0148

6. More than thirty (30) days have passed since service was had upon the Defendant, and the time allowed for the Defendant to respond to the complaint has expired. No answer or other pleading of any nature has been filed by the defendant, nor has the defendant made any appearance before the Court so as to be entitled to notice of this motion.

7. Default was entered against the Defendant, pursuant to G.S. § 1A-1, Rule 55(a).

8. The defendant is lawfully indebted to the plaintiff in the principal sum of \$4,434.88, and said sum has been outstanding since December 8, 2013.

IT IS NOW, THEREFORE, ORDERED, ADJUDGED AND DECREED, pursuant to the provisions of G.S. § 1A-1, Rule 55, as follows:

1. That the plaintiff have and recover from the defendant the principal sum of \$4,434.88.
2. That the plaintiff further have and recover from said defendant no interest whatsoever.
3. That the plaintiff further recover from said defendant the costs of this action.

This the 2nd day of June, 2015.

[Signature]

[Signature]
[Assistant] Clerk of Superior Court

Costs \$180.

SESSOMS & ROGERS, P.A.
ATTORNEYS AT LAW

MAILING ADDRESS:
P.O. BOX 110564
DURHAM, NC 27709

TELEPHONE (919) 688-1000
FACSIMILE (919) 688-9000

June 12, 2015

Clerk of Superior Court
Guilford County Courthouse
P.O. Box 3008
Greensboro, North Carolina 27402

Re: Portfolio Recovery Associates, LLC
v.
Vilayuan Sayaphet-Tyler
Guilford County Case No. 15 CvD 5238

Dear Sir or Madam:

Enclosed please find the original and one (1) copy of the Affidavit and Motion for Judgment by Default, the Entry of Default, and the proposed Judgment by Default in this case.

Pursuant to the holding in Taylor v. Triangle Porsche-Audi, Inc., 27 N.C. App. 711, 220 S.E.2d 396 (1975), please file the Affidavit and Motion, enter the default, and enter the proposed Judgment by Default as authorized by N.C. Gen. Stat. § 1A-1, § 58-70-155, Rules 55(a) and 55(b)(1). Thereafter, please return the copy of each document to our office in the enclosed self-addressed, stamped envelope.

Thank you very much for your assistance. If you have any questions or if you need additional information, please contact our firm at the address or telephone number listed above.

Sincerely yours,

SESSOMS & ROGERS, P.A.

S&R:mrg
Enclosures

This is an attempt to collect a debt, any information obtained will be used for that purpose,
and this communication is sent to you in our capacity as a debt collector.

POUNDS EX 0151

STATE OF NORTH CAROLINA

COUNTY OF Guilford

File No.
15 CvD 5238

IN THE GENERAL COURT OF JUSTICE

☐ Superior ☒ District ☐ Before the Clerk

Plaintiff(s)

Portfolio Recovery Associates, LLC

vs.

Defendant(s)

Vilayuan Sayaphet-Tyler

AFFIDAVIT

Servicemembers Civil Relief Act

50 U.S.C. App. §§501-597b

OATH

I, Chelsea E. Uhlman being duly sworn, depose and say:

MILITARY SERVICE OF DEFENDANT☒ The defendant, (Vilayuan Sayaphet-Tyler) ☐ IS or ☒ IS NOT in the military service.**MILITARY STATUS OF DEFENDANT**

I Have

☒ Checked the Department of Defense Manpower Data Center website to determine the defendant's military status. <https://www.dmdc.osd.mil/appi/scra/>☐ Requested a written search of the defendant's military status from the Department of Defense Manpower Data Center. [Defense Manpower Data Center, Attn: Military Verification, 1600 Wilson Blvd, Suite 400, Arlington, VA 22209-2593]☐ Attached are the results of that search and/or written response.**ADDITIONAL FACTS SUPPORTING THE STATEMENT ABOVE ABOUT DEFENDANT'S MILITARY SERVICE****INABILITY TO DETERMINE MILITARY STATUS**☐ I AM UNABLE TO DETERMINE WHETHER OR NOT THE DEFENDANT IS IN MILITARY SERVICE**DATE/SIGNATURE**

Date:

10/18/15

Signature of Affiant:

Chelsea E. Uhlman

NOTARYState of North Carolina
County of Durham

Sworn to and Subscribed before me this day by: Chelsea E. Uhlman

☒ I have personal knowledge of the identity of the affiant, or ☐ I have seen satisfactory evidence of the affiant's identity in the form of a current state or federal identification with the affiant's photograph

This the 19 day of June, 2015

My commission expires: 11/25/19

Printed Name of Notary: Matthew Gulledge
CCLF-CV-005 (4/2015)Signature of Notary:  (SEAL)

* 11 X 0 0 0 0 2 6 2 7 4 3 *

MATTHEW GULLEDGE
Notary Public
North Carolina
Durham County

POUNDS EX 0152



Status Report Pursuant to Servicemembers Civil Relief Act

Last Name: SAYAPHET-TYLER

First Name: VILAYUAN

Middle Name:

Active Duty Status As Of: Jun-03-2015

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individual's active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Mary M. Snavelly-Dixon

Mary M. Snavelly-Dixon, Director
Department of Defense - Manpower Data Center
4800 Mark Center Drive, Suite 04E25
Arlington, VA 22350

File #: 262743

POUNDS EX 0153

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via the "defenseink.mil" URL: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

Certificate ID: T7KFB0EEX177RD0

File #: 262743

POUNDS EX 0154

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION

15 CvD 5238

PORTFOLIO RECOVERY ASSOCIATES, LLC,)

Plaintiff)

vs.)

VILAYUAN SAYAPHET-TYLER,)

Defendant)

AFFIDAVIT and MOTION

for

ENTRY OF DEFAULT and

JUDGMENT BY DEFAULT

[EODF & DEFJ]

Chelsea E. Uhlman, having sworn or affirmed, deposes and says as follows:

1. She is the attorney for the plaintiff in the above-captioned civil action.
2. The plaintiff is duly licensed as a collection agency in North Carolina by the Department of Insurance and has been issued permit number 4132.
3. The defendant is a resident of, or is domiciled within, the state of North Carolina, and is therefore subject to the jurisdiction of this Court pursuant to the provisions of G.S. § 1-75.4 (1).
4. Service of process in this case was obtained by serving copies of the summons and complaint upon said Defendant on or about May 2, 2015, as shown on the return of service filed herein, as required by G.S. § 1A-1, Rule 4(j)(1).
5. More than thirty (30) days have passed since service was had upon the Defendant, and the time allowed for the Defendant to respond to the complaint has expired. No answer or other pleading of any nature has been filed by the defendant, nor has the defendant made any appearance before the Court so as to be entitled to notice of this motion.
6. The plaintiff instituted this action against the Defendant for a sum certain or a sum which could by computation be made certain on or about April 27, 2015.

POUNDS EX 0155

7. As evidenced by the attached Affidavit of Account, the defendant is in default under the provisions of the credit agreement entered into by said Defendant, and the defendant is still indebted to the plaintiff thereunder in the principal sum of \$4,434.88 and the costs of this action. The amount due to the plaintiff from the Defendant as set forth herein and in the attached Affidavit of Account is correct in all respects to the best knowledge and belief of this affiant.

8. The plaintiff's predecessor in interest, GE Capital Retail Bank f/k/a GE Money Bank, opened a credit account (hereinafter "Account") for the Defendant and extended credit to the Defendant through the Account.

9. The plaintiff's predecessor in interest extended credit to the Defendant pursuant to the terms and conditions set forth in the account agreement (hereinafter "Agreement").

10. The Defendant accepted and used the credit extended by GE Capital Retail Bank f/k/a GE Money Bank through the Account during the period that the Account was active.

11. The defendant's use of the credit extended by GE Capital Retail Bank f/k/a GE Money Bank ratified the Agreement thereby binding the Defendant to the terms and conditions set forth therein.

12. Account statements (hereinafter "Statements") reflecting the original account number and the credit issuer were mailed by the plaintiff's predecessor in interest to the Defendant at the address provided by the Defendant while the Account was active. Copies of said Statements, previously filed herein as an attachment to the plaintiff's complaint as Exhibit "A", are incorporated herein by this reference.

13. As this was a credit card account, the origination balance was \$0.00. The Statements reflect an itemization of the charges and fees owed, along with an explanation of how the balance owing on the Account was calculated. The last payment on the defendant's Account was made on or about May 2, 2013.

14. The Defendant defaulted under the terms of the Agreement because the Defendant failed to make the payments owing to GE Capital Retail Bank f/k/a GE Money Bank when they became due.

15. Subsequent to the defendant's default, the Account was charged-off by GE Capital Retail Bank f/k/a GE Money Bank for non-payment in the amount of \$4,434.88 as evidenced by the Charge-off Statement attached hereto as Exhibit "1" and incorporated herein by this reference.

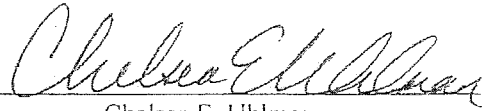
16. Thereafter, the defendant's Account was sold to and acquired by the plaintiff herein, Portfolio Recovery Associates, LLC.

17. The chain of ownership of the defendant's Account, previously filed herein as an attachment to the plaintiff's complaint as Exhibit "B", is incorporated herein by this reference.

18. To this affiant's best knowledge and belief, the defendant is not an infant or incompetent person, nor in military service, nor under any other legal disability.


19. The plaintiff moves the Court to enter default against the Defendant, and to render judgment by default against said Defendant, pursuant to the provisions of G.S. § 1A-1, Rule 55.

This the 18 day of June, 2015.

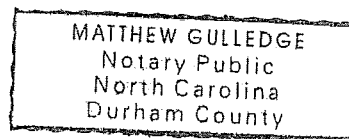


Chelsea E. Uhlman
Attorney for Plaintiff

Sworn to or affirmed and acknowledged before me,
this the 19 day of June, 2015.



Matthew Gullledge, Notary Public
My commission expires: 11/25/19



AFFIDAVIT

State of California
City of San Diego ss.

I, the undersigned, Crystal Grace, Custodian of Records, for Portfolio Recovery Associates, LLC hereby depose, affirm and state as follows:

1. I am competent to testify to the matters contained herein.

2. I am an authorized employee of Portfolio Recovery Associates, LLC, ("Account Assignee") which is ~~doing business~~ at Riverside Commerce Center, 120 Corporate Boulevard, Norfolk, Virginia, and I am authorized to make the statements, representations and averments herein, and do so based upon a review of the business records of the Original Creditor **GE CAPITAL RETAIL BANK/JC PENNEY** and those records transferred to Account Assignee from **GE CAPITAL RETAIL BANK** ("Account Seller"), which have become a part of and have integrated into Account Assignee's business records, in the ordinary course of business.

3. According to the business records, which are maintained in the ordinary course of business, the account, and all proceeds of the account are now owned by the Account Assignee, all of the Account Seller's interest in such account having been sold, assigned and transferred by the Account Seller on **1/19/2014**. Further, the Account Assignee has been assigned all of the Account Seller's power and authority to do and perform all acts necessary for the settlement, satisfaction, compromise, collection or adjustment of said account, and the Account Seller has retained no further interest in said account or the proceeds thereof, for any purpose whatsoever.

4. According to the records transferred to the Account Assignee from Account Seller, and maintained in the ordinary course of business by the Account Assignee, there was due and payable from **VILAYUAN SAYAPHET TYLER** ("Debtor and Co-Debtor") to the Account Seller the sum of **\$4,434.88** with the respect to account number **ending in 0600** as of the date of **12/8/2013** with there being no known un-credited payments, counterclaims or offsets against the said debt as of the date of the sale.

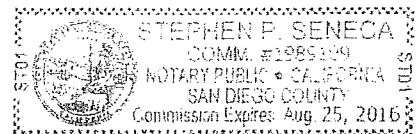
5. According to the account records of said Account Assignee, after all known payments, counterclaims, and/or setoffs occurring subsequent to the date of sale, Account Assignee claims the sum of **\$4,434.88** as due and owing as of the date of this affidavit.

6. Plaintiff believes that the defendant is not a minor or an incompetent individual, and declares that the Defendant is not on active military service of the United States.

Portfolio Recovery Associates, LLC

By: Crystal Grace, Custodian of Records

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.



Subscribed and sworn to (or affirmed) before me on 2-27 of 2015 by Crystal Grace
proved to me on the basis of satisfactory evidence to be the person who appeared before me.

[Signature]
Notary Public



This communication is from a debt collector and is an attempt to collect a debt.
Any information obtained will be used for that purpose.

262743.001

POUNDS EX 0158

VILAYUAN SAYAPHETTYLER
Account Ending: *** 080 0

Visit us at jcp.com/credit
Customer Service: 1-800-527-3369
PO Box 865009 Orlando FL 32896-5009

Summary of Account Activity		Payment Information	
Previous Balance	\$4,434.88	Now Balance	\$0.00
- Other Credits	\$4,434.88	Amount Past Due	\$0.00
New Balance	\$0.00	Total Minimum Payment Due	\$1,107.00
Credit Limit	\$3,862.00	Payment Due Date	12/10/2013
Available Credit	None	Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$35.00.	
Statement Closing Date	12/08/2013		
Days in Billing Cycle	30		

Transaction Summary				
Tran Date	Reference Number	Balance Type	Description of Transaction or Credit	Amount
12/08	F911900AN00999990	R	CHARGE OFF ACCOUNT-PRINCIPALS	(\$3,860.80)
12/08	F911900AN00999990	R	CHARGE OFF ACCOUNT "FINANCE CHARGES" FEES	(\$774.08)
			TOTAL FEES FOR THIS PERIOD	\$0.00
			INTEREST CHARGED	
12/08			INTEREST CHARGE ON PURCHASES	\$0.00
			TOTAL INTEREST FOR THIS PERIOD	\$0.00
2013 Totals Year-to-Date				
Total Fees Charged in 2013				\$140.00
Total Interest Charged in 2013				\$919.83
Total Interest Paid in 2013				\$342.68

PLEASE NOTE YOUR MAILED PAYMENT MUST BE RECEIVED BY 5 P.M. (ET) OR YOUR IN-STORE PAYMENT MUST BE RECEIVED DURING STORE HOURS ON THE DUE DATE.

NOTICE: Your payment may be converted into an electronic debit. See reverse for details, Billing Rights Information and other important information.

PLEASE DETACH AND RETURN THIS STUB WITH YOUR CHECK PAYABLE TO GECRB.

Good news! Gold & Platinum upgrade status levels are back.

See details on back.



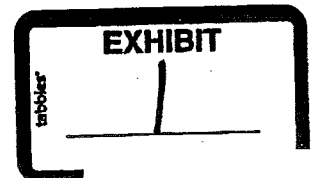
VILAYUAN SAYAPHETTYLER
3234 TWIN BROOKS DR
GREENSBORO NC 27407-6742

Account Ending: *** 080 0			
Total Minimum Payment Due	Amount Past Due	Payment Due Date	New Balance
\$1,107.00	\$0.00	12/10/2013	\$0.00

FILL IN TOTAL PAID \$

New address or email? Print changes on the back.

GECRB / jcp
P.O. Box 860090
Orlando FL 32896-0090



Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Expiration Date	Annual Percentage Rate	Balance Subject To Interest Rate	Interest Charged	Balance Method
Regular	NA	26.99%	\$0.00	\$0.00	E

Cardmember News & Information

Statement not provided to customer.

Good news - Gold and Platinum upgrade status levels are back! Cardmembers who have spent \$500 on their JCPenney Credit Card this calendar year over 2 or more shopping days will be automatically upgraded to JCPenney Gold Card Status, and cardholders who have spent \$1,000 on their JCPenney Credit Card this calendar year over 2 or more shopping days will be automatically upgraded to JCPenney Platinum Card Status. Certain conditions and limitations apply. See back of statement for additional information.

Until further notification, reward certificates earned in the jcp rewards program will only be delivered by email if you have registered your email address on jcpwards.com. All other rewards certificates will be delivered via U.S. mail.

Cardmember Benefits & Information

Monitor your Account 24/7. Enroll in free eServicing at jcp.com/credit and take advantage of the easy way to: view recent transactions, check your balance, update personal information and much more.

Good news! Now you can earn up to \$100 in jcp rewards each month when you use your JCPenney Credit Card to make qualifying purchases. See a JCPenney Associate member or visit jcpwards.com/credit for details.

LS

STATE OF NORTH CAROLINA

File No

15CV05238

Guilford

County

2015 MAY -5 PM 2:56

In The General Court Of Justice

☒ District ☐ Superior Court Division

Name Of Plaintiff

PORTFOLIO RECOVERY ASSOCIATES, LLC

GUILFORD COUNTY, C.S.C.

Address C/O

Sessoms & Rogers, P.A.
Attorneys for Plaintiff

BY

CIVIL SUMMONS

City, State, Zip

P.O. Box 110564
Durham, North Carolina 27709☐ ALIAS AND PLURIES SUMMONS (ASSESS FEE)

G.S. 1A-1, Rules 3, 4

Name Of Defendant(s)

VILAYUAN SAYAPHET-TYLER

Date Original Summons Issued

Date(s) Subsequent Summons(es) Issued

To Each Of The Defendant(s) Named Below:

Name And Address Of Defendant 1

Vilayuan Sayaphet-Tyler
3234 Twin Brooks Drive
Greensboro, NC 27407

Home Phone: (336)697-3000

Name And Address Of Defendant 2

Name And Address Of Defendant 3

Name And Address Of Defendant 4

Name And Address Of Defendant 5

Name And Address Of Defendant 6

Name And Address Of Defendant 7

Name And Address Of Defendant 8

Name And Address Of Defendant 9

Name And Address Of Defendant 10

Name And Address Of Defendant 11

Name And Address Of Defendant 12

Name And Address Of Defendant 13

Name And Address Of Defendant 14

Name And Address Of Defendant 15

Name And Address Of Defendant 16

Name And Address Of Defendant 17

Name And Address Of Defendant 18

Name And Address Of Defendant 19

Name And Address Of Defendant 20

Name And Address Of Defendant 21

Name And Address Of Defendant 22

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Name And Address Of Defendant 42

Name And Address Of Defendant 43

Name And Address Of Defendant 44

Name And Address Of Defendant 45

Name And Address Of Defendant 46

Name And Address Of Defendant 47

Name And Address Of Defendant 48

Name And Address Of Defendant 49

Name And Address Of Defendant 50

Name And Address Of Defendant 51

Name And Address Of Defendant 52

Name And Address Of Defendant 53

Name And Address Of Defendant 54

Name And Address Of Defendant 55

A Civil Action Has Been Commenced Against You!

You are notified to appear and answer the complaint of the plaintiff as follows:

1. Serve a copy of your written answer to the complaint upon the plaintiff or plaintiff's attorney within thirty (30) days after you have been served. You may serve your answer by delivering a copy to the plaintiff or by mailing it to the plaintiff's last known address, and
2. File the original of the written answer with the Clerk of Superior Court of the county named above.

If you fail to answer the complaint, the plaintiff will apply to the Court for the relief demanded in the complaint.

Name And Address Of Plaintiff's Attorney (If None, Address Of Plaintiff)

Chelsea E. Uhlman
Sessoms & Rogers, P.A.
P.O. Box 110564
Durham, North Carolina 27709

Date Issued

4/27/15

Time

12:12

☐ AM☒ PM

Signature

Chanelle Edwards

☒ Deputy CSC☐ Assistant CSC☐ Clerk Of Superior Court☐ ENDORSEMENT (ASSESS FEE)

This Summons was originally issued on the date indicated above and returned not served. At the request of the plaintiff, the time within which this Summons must be served is extended sixty (60) days.

Date Of Endorsement

Time

☐ AM☐ PM

Signature

☐ Deputy CSC☐ Assistant CSC☐ Clerk Of Superior Court

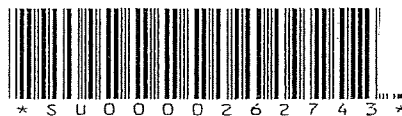
NOTE TO PARTIES: Many counties have MANDATORY ARBITRATION programs in which most cases where the amount in controversy is \$15,000 or less are heard by an arbitrator before a trial. The parties will be notified if this case is assigned for mandatory arbitration, and, if so, what procedure is to be followed.

262743.001

AOC-CV-100, Rev. 6/11

© 2011 Administrative Office of the Courts

(Over)



POUNDS EX 0161

1297769

RETURN OF SERVICE

I certify that this Summons and a copy of the complaint were received and served as follows:

DEFENDANT 1

Date Served 5-2-15	Time Served 6811 <input type="checkbox"/> AM <input type="checkbox"/> PM	Name Of Defendant VILAYUUN SAYAPHET-THEA
------------------------------	--	--

- ☒ By delivering to the defendant named above a copy of the summons and complaint.
- ☐ By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- ☐ As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)

3234 TWIN BROOKS DR

☐ Other manner of service (specify)

☐ Defendant WAS NOT served for the following reason:

DEFENDANT 2

Date Served	Time Served <input type="checkbox"/> AM <input type="checkbox"/> PM	Name Of Defendant
-------------	--	-------------------

- ☐ By delivering to the defendant named above a copy of the summons and complaint.
- ☐ By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- ☐ As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)

☐ Other manner of service (specify)

☐ Defendant WAS NOT served for the following reason.

Service Fee Paid

\$

Signature Of Deputy Sheriff Making Return

[Signature]

Date Received

4-22-15

Name Of Sheriff (Type Or Print)

BJ Barnes, Sheriff

Date Of Return

5-4-15

County Of Sheriff

Guilford County

SESSOMS & ROGERS, P.A.
ATTORNEYS AT LAW

MAILING ADDRESS:
P.O. Box 110564
DURHAM, NC 27709

TELEPHONE (919) 688-1000
FACSIMILE (919) 688-9000

April 14, 2015

Clerk of Superior Court
Guilford County Courthouse
P.O. Box 3008
Greensboro, North Carolina 27402

Re: Portfolio Recovery Associates, LLC
v.
Vilayuan Sayaphet-Tyler

Dear Sir or Madam:

Our firm represents Portfolio Recovery Associates, LLC, the Plaintiff in the above captioned matter. In that regard, we are enclosing the original and two (2) copies of the Complaint and Civil Summons in this case, along with our trust account check for the filing fee. Please file the Complaint, issue the summons, and forward the Defendant's copy along with the enclosed check for service, to the Guilford County Sheriff's office. Please return the extra file-stamped copy of the Summons and Complaint to our office at the address above for our file.

We would appreciate if you would be kind enough to notify us at the address above when service is obtained. We are enclosing a self-addressed stamped postcard for that purpose. Thank you very much for your assistance. If you have any questions with respect to this matter, or if you need any additional information, please contact our firm at the address above.

Sincerely yours,

SESSOMS & ROGERS, P.A.

S&R:cmd
Enclosures
262743.001

POUNDS EX 0163

STATE OF NORTH CAROLINA Guilford County		File No. <u>15CV05238</u> In The General Court Of Justice <input checked="" type="checkbox"/> District <input type="checkbox"/> Superior Court Division			
Name And Address Of Plaintiff 1 Portfolio Recovery Associates, LLC c/o Sessoms & Rogers, P.A. P.O. Box 110564 Durham, North Carolina 27709		GENERAL CIVIL ACTION COVER SHEET <input checked="" type="checkbox"/> INITIAL FILING <input type="checkbox"/> SUBSEQUENT FILING Rule 5(b), General Rules of Practice For Superior and District Courts Name And Address Of Attorney Or Party, If Not Represented (complete for initial appearance or change of address) Chelsea E. Uhlman P.O. Box 110564 Durham, North Carolina 27709			
VERSUS Name Of Defendant 1 Vilayuan Sayaphet-Tyler		Telephone No. (919) 688-1000 Cell Telephone No. NC Attorney Bar No. 44866 Attorney E-Mail Address <input type="checkbox"/> Initial Appearance in Case <input type="checkbox"/> Change of Address Name Of Firm Sessoms & Rogers, P.A. FAX No (919) 688-9000 Counsel for <input checked="" type="checkbox"/> All Plaintiffs <input type="checkbox"/> All Defendants <input type="checkbox"/> Only (List party(ies) represented)			
Name Of Defendant 2 Summons Submitted <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Name Of Defendant 2 Summons Submitted <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Jury Demanded In Pleading <input type="checkbox"/> Complex Litigation <input type="checkbox"/> Amount in controversy does not exceed \$15,000 <input type="checkbox"/> Stipulate to arbitration			
TYPE OF PLEADING					
(check all that apply) <input type="checkbox"/> Amend (AMND) Assess Motions Fee (SEE NOTE) <input type="checkbox"/> Amended Answer/Reply (AMND-Response) Assess Motions Fee (SEE NOTE) <input type="checkbox"/> Amended Complaint (AMND) Assess Motions Fee <input type="checkbox"/> Answer/Reply (ANSW-Response) (SEE NOTE) <input type="checkbox"/> Change Venue (CHVN) Assess Motions Fee <input checked="" type="checkbox"/> Complaint (COMP) <input type="checkbox"/> Confession Of Judgment (CNFJ) <input type="checkbox"/> Consent Order (CONS) <input type="checkbox"/> Consolidate (CNCL) Assess Motions Fee <input type="checkbox"/> Contempt (CNTN) Assess Motions Fee <input type="checkbox"/> Continue (CNTN) Assess Motions Fee <input type="checkbox"/> Compel (CMPL) Assess Motions Fee <input type="checkbox"/> Counterclaim (CTCL) Assess Court Costs <input type="checkbox"/> Crossclaim (List On Back) (CRSS) Assess Court Costs <input type="checkbox"/> Dismiss (DISM) Assess Court Costs <input type="checkbox"/> Exempt/Waive Mediation (EXMD) Assess Motions Fee <input type="checkbox"/> Extend Statute Of Limitations, Rule 9 (ESOL) Assess Motions Fee <input type="checkbox"/> Extend Time For Complaint (EXCO) Assess Motions Fee		(check all that apply) <input type="checkbox"/> Failure To Join Necessary Party (FJNP) Assess Motions Fee <input type="checkbox"/> Failure To State A Claim (FASC) <input type="checkbox"/> Improper Venue/Division (IMVN) Assess Motions Fee <input type="checkbox"/> Intervene (INTR) Assess Motions Fee <input type="checkbox"/> Interplead (OTHR) Assess Motions Fee <input type="checkbox"/> Lack Of Jurisdiction (Person) (LJPN) Assess Motions Fee <input type="checkbox"/> Lack Of Jurisdiction (Subject Matter) (LJSM) Assess Motions Fee <input type="checkbox"/> Rule 12 Motion In Lieu Of Answer (MDLA) Assess Motions Fee <input type="checkbox"/> Sanctions (SANC) Assess Motions Fee <input type="checkbox"/> Set Aside (OTHR) Assess Motions Fee <input type="checkbox"/> Show Cause (SHOW) Assess Motions Fee <input type="checkbox"/> Transfer (TRFR) Assess Motions Fee <input type="checkbox"/> Third Party Complaint (List Third Party Defendants on Back) (TPCL) <input type="checkbox"/> Vacate/Modify Judgment (VCMJ) Assess Motions Fee <input type="checkbox"/> Withdraw as Counsel (WDCN) Assess Motions Fee <input type="checkbox"/> Other (specify and list each separately)			
NOTE: See Side Two for a list of motions not subject to the motions fee.		NOTE: Assess fee only if court permission is required to amend.			
CLAIMS FOR RELIEF					
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;"> <input type="checkbox"/> Administrative Appeal (ADMA) <input type="checkbox"/> Appointment Of Receiver (APRC) <input type="checkbox"/> Attachment/Garnishment (ATTC) <input type="checkbox"/> Claim And Delivery (CLMD) <input checked="" type="checkbox"/> Collection On Account (ACCT) <input type="checkbox"/> Condemnation (CNDM) <input type="checkbox"/> Contract (CNTR) <input type="checkbox"/> Discovery Scheduling Order (DSCH) </td> <td style="width: 33%; vertical-align: top;"> <input type="checkbox"/> Injunction (INJU) <input type="checkbox"/> Medical Malpractice (MDML) <input type="checkbox"/> Minor Settlement (MSTL) <input type="checkbox"/> Money Owed (MNYO) <input type="checkbox"/> Negligence - Motor Vehicle (MVNG) <input type="checkbox"/> Negligence - Other (NEGO) <input type="checkbox"/> Motor Vehicle Lien G.S. 44A (MVLN) </td> <td style="width: 33%; vertical-align: top;"> <input type="checkbox"/> Limited Driving Privilege - Out-Of-State Convictions (PLDP) <input type="checkbox"/> Possession Of Personal Property (POPP) <input type="checkbox"/> Product Liability (PROD) <input type="checkbox"/> Real Property (RLPR) <input type="checkbox"/> Specific Performance (SPPR) <input type="checkbox"/> Other (specify and list separately) </td> </tr> </table>			<input type="checkbox"/> Administrative Appeal (ADMA) <input type="checkbox"/> Appointment Of Receiver (APRC) <input type="checkbox"/> Attachment/Garnishment (ATTC) <input type="checkbox"/> Claim And Delivery (CLMD) <input checked="" type="checkbox"/> Collection On Account (ACCT) <input type="checkbox"/> Condemnation (CNDM) <input type="checkbox"/> Contract (CNTR) <input type="checkbox"/> Discovery Scheduling Order (DSCH)	<input type="checkbox"/> Injunction (INJU) <input type="checkbox"/> Medical Malpractice (MDML) <input type="checkbox"/> Minor Settlement (MSTL) <input type="checkbox"/> Money Owed (MNYO) <input type="checkbox"/> Negligence - Motor Vehicle (MVNG) <input type="checkbox"/> Negligence - Other (NEGO) <input type="checkbox"/> Motor Vehicle Lien G.S. 44A (MVLN)	<input type="checkbox"/> Limited Driving Privilege - Out-Of-State Convictions (PLDP) <input type="checkbox"/> Possession Of Personal Property (POPP) <input type="checkbox"/> Product Liability (PROD) <input type="checkbox"/> Real Property (RLPR) <input type="checkbox"/> Specific Performance (SPPR) <input type="checkbox"/> Other (specify and list separately)
<input type="checkbox"/> Administrative Appeal (ADMA) <input type="checkbox"/> Appointment Of Receiver (APRC) <input type="checkbox"/> Attachment/Garnishment (ATTC) <input type="checkbox"/> Claim And Delivery (CLMD) <input checked="" type="checkbox"/> Collection On Account (ACCT) <input type="checkbox"/> Condemnation (CNDM) <input type="checkbox"/> Contract (CNTR) <input type="checkbox"/> Discovery Scheduling Order (DSCH)	<input type="checkbox"/> Injunction (INJU) <input type="checkbox"/> Medical Malpractice (MDML) <input type="checkbox"/> Minor Settlement (MSTL) <input type="checkbox"/> Money Owed (MNYO) <input type="checkbox"/> Negligence - Motor Vehicle (MVNG) <input type="checkbox"/> Negligence - Other (NEGO) <input type="checkbox"/> Motor Vehicle Lien G.S. 44A (MVLN)	<input type="checkbox"/> Limited Driving Privilege - Out-Of-State Convictions (PLDP) <input type="checkbox"/> Possession Of Personal Property (POPP) <input type="checkbox"/> Product Liability (PROD) <input type="checkbox"/> Real Property (RLPR) <input type="checkbox"/> Specific Performance (SPPR) <input type="checkbox"/> Other (specify and list separately)			
Date April 14, 2015		Signature Of Attorney/Party			
NOTE: All filings in civil actions shall include as the first page of the filing a cover sheet summarizing the critical elements of the filing in a format prescribed by the Administrative Office of the Courts, and the Clerk of Superior Court shall require a party to refile a filing which does not include the required cover sheet. For subsequent filings in civil actions, the filing party must either include a General Civil (AOC-CV-751), Motion (AOC-CV-752) or Court Action (AOC-CV-753) cover sheet (Over)					

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION

15 CVD 5238

PORTFOLIO RECOVERY ASSOCIATES, LLC,)
)
)

Plaintiff

vs.

VILAYUAN SAYAPHET-TYLER

Defendant

ARBITRATION CASE COMPLAINT
Under G.S. 7A-31, this case is
subject to mediation and non-binding
arbitration. In addition, arbitration
provisions in the contract shall
prevail. This notice and any subsequent
arbitration notification, does not
relieve any party from any legal and
procedural requirements.

The Plaintiff, complaining of the Defendant, alleges and says as follows:

1. The Plaintiff, a limited liability company organized under the laws of the state of Delaware, with a principal office and place of business in Norfolk, Virginia, is duly licensed as a collection agency in North Carolina by the Department of Insurance and has been issued permit number 4132.

2. The Defendant is a resident of Guilford County, North Carolina.

3. Pursuant to an agreement entered into between the Defendant and the Plaintiff's predecessor in interest, GE Capital Retail Bank f/k/a GE Money Bank, a credit account (hereinafter "Account") was opened and credit extended to the Defendant.

4. The Defendant incurred debt on the Account, as shown by the account statements attached and incorporated herein by reference as Exhibit A. These statements provide an ongoing itemization of the charges and fees incurred to the Account and reflect how they were calculated. The last payment made to the account was received on May 2, 2013.

5. The Defendant defaulted by failing to make all payments owed on the Account when due. The Account was subsequently charged-off, assigned and acquired by the Plaintiff.

POUNDS EX 0165

BULLFORD-68 COUNTY CLERK OF COURT

HI40634 04/28/15 16:14:31

PAYOR: PORTFOLIO RECOVERY ASSOC LLC
PAYEE: SESSONS & ROGERS PA
CASE#: 15CV000238 VCAP-Y
CITAH:

21220 DC-CIVIL FEES	127.55
21221 DC-CV LAA FEES	2.45
24681 JUD TECH & FAC	4.00
22220 CO FNC FEE D CV	16.00

TOTAL PAID	150.00
CO TENDERED	150.00
CHANGE	.00

3692 ID C4QCNE

POUNDS EX 0166

Documentation evidencing the complete chain of assignment is attached and incorporated herein as Exhibit B.

6. Notice of intent to file legal action was sent to Defendant at least thirty (30) days prior to the filing of this action.

7. As shown by the attached Exhibits, the Defendant remains lawfully indebted to the Plaintiff in the amount of \$4,434.88. Said amount includes any offsets and credits to which the Defendant is lawfully entitled.

WHEREFORE, the Plaintiff prays the Court as follows:

1. That the Plaintiff have and recover from the Defendant the amount of \$4,434.88.
2. No interest whatsoever.
3. That the Plaintiff further recover from said Defendant all costs of this action.
4. For such other and further relief as the Court may deem just and proper.

This the 23rd day of April, 2015.

SESSOMS & ROGERS, P.A.

By: 

Chelsea E. Uhlman

Attorney for Plaintiff

P.O. Box 110564

Durham, North Carolina 27709

Telephone: (919) 688-1000

POUNDS EX 0167

VILAYUAN SAYAPHETTYLER
Account Ending: *** 060 0

Visit us at jcp.com/credit
Customer Service: 1-800-527-7717
PO Box 965009 Orlando FL 32896-5009

Summary of Account Activity		Payment Information										
Previous Balance	\$3,649.85	New Balance	\$3,588.13									
- Payments	\$150.00	Total Minimum Payment Due	\$120.00									
- Other Credits	\$35.00	Payment Due Date	06/02/2013									
+ Purchases/Debits	\$39.49	Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$35.00.										
+ Interest Charged	\$83.69	Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:										
New Balance	\$3,588.13	<table border="1"><thead><tr><th>If you make no additional charges using this card and each month you pay</th><th>You will pay off the balance shown on this statement in about ...</th><th>And you will end up paying an estimated total of ...</th></tr></thead><tbody><tr><td>Only the Minimum payment</td><td>17 years</td><td>\$10,168.00</td></tr><tr><td>\$146.00</td><td>3 years</td><td>\$5,273.00 (Savings = \$4,895.00)</td></tr></tbody></table>		If you make no additional charges using this card and each month you pay	You will pay off the balance shown on this statement in about ...	And you will end up paying an estimated total of ...	Only the Minimum payment	17 years	\$10,168.00	\$146.00	3 years	\$5,273.00 (Savings = \$4,895.00)
If you make no additional charges using this card and each month you pay	You will pay off the balance shown on this statement in about ...	And you will end up paying an estimated total of ...										
Only the Minimum payment	17 years	\$10,168.00										
\$146.00	3 years	\$5,273.00 (Savings = \$4,895.00)										
Credit Limit	\$4,700.00	If you would like information about credit counseling services, call 1-877-302-8775.										
Available Credit	\$1,111.00											
Statement Closing Date	05/10/2013											
Days in Billing Cycle	31											

PLEASE NOTE YOUR MAILED PAYMENT MUST BE RECEIVED BY 5 P.M. (ET) OR YOUR IN-STORE PAYMENT MUST BE RECEIVED DURING STORE HOURS ON THE DUE DATE.

NOTICE: Your payment may be converted into an electronic debit. See reverse for details, Billing Rights Information and other Important Information.

PLEASE DETACH AND RETURN THIS STUB WITH YOUR CHECK PAYABLE TO GEGRB.

Good news! Now you can earn up to \$100 in jcp rewards each month when you use your jcp card! See details on back.



VILAYUAN SAYAPHETTYLER
3234 TWIN BROOKS DR
GREENSBORO NC 27407-6742

Account Ending: *** 060 0		
Total Minimum Payment Due	Payment Due Date	New Balance
\$120.00	06/02/2013	\$3,588.13

FILL IN TOTAL PAID \$

New address or email? Print changes on the back.

GEGRB / jcp
P.O. Box 960090
Orlando FL 32896-0090

EXHIBIT

A

Transaction Summary					
Tran Date	Reference Number	Balance Type	Description of Transaction or Credit	Amount	
05/01	P9119003S00YX4FJW	R	FOUR SEASONS MALL GREENSBORO NC WMN TRAD FOOTWR	\$23.48	
05/01	P9119003S00YX4FKE	R	FOUR SEASONS MALL GREENSBORO NC WOMENS LIZ CLABR	\$16.01	
05/02	P9119003V00XTZR0L		PHONE/ONLINE PMT THK YOU ALPHARETTA GA	(\$150.00)	
05/03	F9119003V000LF123		REFUND OF LATE FEES	(\$35.00)	
			FEES		
			TOTAL FEES FOR THIS PERIOD	\$0.00	
			INTEREST CHARGED		
05/10			INTEREST CHARGE ON PURCHASES	\$83.69	
			TOTAL INTEREST FOR THIS PERIOD	\$83.69	
2013 Totals Year-to-Date					
Total Fees Charged in 2013				\$0.00	
Total Interest Charged in 2013				\$369.44	
Total Interest Paid in 2013				\$342.66	

Interest Charge Calculation					
Your Annual Percentage Rate (APR) is the annual interest rate on your account.					
Type of Balance	Expiration Date	Annual Percentage Rate	Balance Subject To Interest Rate	Interest Charged	Balance Method
Regular	NA	26.99%	\$3,650.77	\$83.69	E

Cardmember News & Information

The following special promotions may be offered at jcpenny stores and online at jcp.com: No Interest for 6, 12, 18 or 24 months. For each promotion, after the promotion ends, a 26.99% APR will apply.

The following special promotions may be offered at jcpenny stores and online at jcp.com: No Interest if Paid in Full Within 6, 12, 18, or 24 Months. For each promotion, if the promotional balance is not paid in full within the promotional period, interest will be imposed from the date of purchase at the APR that applies to your account when the promotional purchase is made. For each promotion, after the promotion ends, a 26.99% APR will apply.

Good news! Now you can earn up to \$100 in jcp rewards each month when you use your jcp credit card to make qualifying purchases. See a team member or visit jcpwards.com/credit for details.

Cardmember Benefits & Information

Monitor your Account 24/7. Enroll in free eServicing at jcp.com/credit and take advantage of the easy way to: view recent transactions, check your balance, update personal information and much more.

VILAYUAN SAYAPHETTYLER
Account Ending: *** 060 C

Visit us at jcp.com/credit
Customer Service: 1-800-527-3389
PO Box 965009 Orlando FL 32896-5009

Summary of Account Activity		Payment Information	
Previous Balance	\$4,434.88	New Balance	\$0.00
- Other Credits	\$4,434.88	Amount Past Due	\$0.00
New Balance	\$0.00	Total Minimum Payment Due	\$1,107.00
Credit Limit	\$3,862.00	Payment Due Date	12/10/2013
Available Credit	None	Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$35.00.	
Statement Closing Date	12/08/2013		
Days in Billing Cycle	30		

Transaction Summary				
Tran Date	Reference Number	Balance Type	Description of Transaction or Credit	Amount
12/08	F911900AN00999990	R	CHARGE OFF ACCOUNT-PRINCIPALS	(\$3,860.80)
12/08	F911900AN00999990	R	CHARGE OFF ACCOUNT *FINANCE CHARGES*	(\$774.08)
			FEES	
			TOTAL FEES FOR THIS PERIOD	\$0.00
			INTEREST CHARGED	
12/08			INTEREST CHARGE ON PURCHASES	\$0.00
			TOTAL INTEREST FOR THIS PERIOD	\$0.00
2013 Totals Year-to-Date				
Total Fees Charged in 2013			\$140.00	
Total Interest Charged in 2013			\$919.83	
Total Interest Paid in 2013			\$342.66	

PLEASE NOTE YOUR MAILED PAYMENT MUST BE RECEIVED BY 5 P.M. (ET) OR YOUR IN-STORE PAYMENT MUST BE RECEIVED DURING STORE HOURS ON THE DUE DATE.

NOTICE: Your payment may be converted into an electronic debit. See reverse for details, Billing Rights Information and other important information.

PLEASE DETACH AND RETURN THIS STUB WITH YOUR CHECK PAYABLE TO GEGRB.

Good new! Gold & Platinum upgrade status levels are back.

See details on back.



VILAYUAN SAYAPHETTYLER
3234 TWIN BROOKS DR
GREENSBORO NC 27407-6742

Account Ending: *** 060 C			
Total Minimum Payment Due	Amount Past Due	Payment Due Date	New Balance
\$1,107.00	\$0.00	12/10/2013	\$0.00

FILL IN TOTAL PAID \$

Now address or email? Print changes on the back.

GEGRB / Jcp
P.O. Box 960090
Orlando FL 32896-0090

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Expiration Date	Annual Percentage Rate	Balance Subject To Interest Rate	Interest Charged	Balance Method
Regular	NA	26.99%	\$0.00	\$0.00	E

Cardmember News & Information

Statement not provided to customer.

Good news - Gold and Platinum upgrade status levels are back! Cardmembers who have spent \$500 on their JCPenney Credit Card this calendar year over 2 or more shopping days will be automatically upgraded to JCPenney Gold Card Status, and cardholders who have spent \$1,000 on their JCPenney Credit Card this calendar year over 2 or more shopping days will be automatically upgraded to JCPenney Platinum Card Status. Certain conditions and limitations apply. See back of statement for additional information.

Until further notification, reward certificates earned in the jcp rewards program will only be delivered by email if you have registered your email address on jcpwards.com. All other rewards certificates will be delivered via U.S. mail.

Cardmember Benefits & Information

Monitor your Account 24/7. Enroll in free eServicing at jcp.com/credit and take advantage of the easy way to: view recent transactions, check your balance, update personal information and much more.

Good news! Now you can earn up to \$100 in jcp rewards each month when you use your JCPenney Credit Card to make qualifying purchases. See a JCPenney Associate member or visit jcpwards.com/credit for details.



GE Capital

BILL of SALE

PRA - PLCC Fresh- January 2014

For value received and in further consideration of the mutual covenants and conditions set forth in the Forward Flow Receivables Purchase Agreement (the "Agreement"), dated as of this 16th day of January, 2014 by and between General Electric Capital Corporation, GE Capital Retail Bank, GEMB Lending, Inc., Monogram Credit Services, L.L.C., RFS Holding, L.L.C., and GEM Holding, L.L.C. (collectively "Seller") and Portfolio Recovery Associates, LLC ("Buyer"), Seller hereby transfers, sells, conveys, grants, and delivers to Buyer, its successors and assigns, without recourse except as set forth in the Agreement, to the extent of its ownership, the Receivables as set forth in the Notification Files (as defined in the Agreement), delivered by Seller to Buyer on January 19, 2014, and as further described in the Agreement.

GE Capital Retail Bank

By: Ken Wojcik
Ken Wojcik

Title: EVP Collections & Recovery

Date: 02.06.14

General Electric Capital Corporation

By: Ken Wojcik
Attorney in Fact Ken Wojcik

Date: 02.06.14

GEMB Lending, Inc.

By: Ken Wojcik
Attorney in Fact Ken Wojcik

Date: 02.06.14

Monogram Credit Services, L.L.C.

By: Ken Wojcik
Attorney in Fact Ken Wojcik

Date: 02.06.14

RFS Holding, L.L.C.

By: Ken Wojcik
Attorney in Fact Ken Wojcik

Date: 02.06.14

GEM Holding, L.L.C.

By: Ken Wojcik
Attorney in Fact Ken Wojcik

Date: 02.06.14

Portfolio Recovery Associates, LLC

By: Chris Z...

Title: Authorized Signer

EXHIBIT

B

POUNDS EX 0172

account_number	0600
record_type	A
sequence_number	00
Title	
customer_type	I
name	SAYAPHET TYLER VILAYUAN
account_address_1	3234 TWIN BROOKS DR
account_address_2	
city	GREENSBORO
county	
state	NC
zip_code	27407-6742
home_phone_number	3364557517
work_phone_number	0000000000
birth_date	
employers_name	
employers_address	
loan_type_code	CHAC
lending_officer_code	JCP041
user_field	0181
dps_id_agency_atty_code	PR1S
dealer_code	
charge_off_reason_code	UNPY
account_status	SF5
interest_rate	0000
source_code	A
receipt_date	20131210
contract_date	20100128
charge_off_date	20131208
last_payment_date	20130502
charge_off_amount	0000366080
associated_costs	0000000000
accrued_interest	000077408
current_balance	0000443488
net_principal	000366080
net_associated_costs	0000000000
net_interest	000077408
last_comment_line_1	
last_comment_line_2	
last_comment_line_3	
last_comment_date	00000000
second_name_1	
second_name_2	
monthly_income	0000000000
other_income	0000000000

monthly_payment	000000000
other_obligations	000000000
own_rent_code	
recovery_score	000
next_payment_date	20131210
last_interest_date	00000000
last_contact_date	20130610
commission_rate	0000
home_phone_flag	
work_phone_flag	
address_flag	
customer_id	3896
filler	
agency_code	
format_code	B
LPA	00000015000
FDOD	20130609
LANG_IND	EN
co_name	
co_account_address_1	
co_account_address_2	
co_city	
co_county	
co_state	
co_zip_code	
co_home_phone_number	
co_work_phone_number	
co_birth_date	
co_employers_name	
co_employers_address	
co_customer_id	
liable	

[illegible]

15GV D 9301

12/09/16 13:01

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD
IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION

15 CVD 9301

2016 JAN -8 P 1:46

PORTFOLIO RECOVERY ASSOCIATES, LLC

Plaintiff

VS.

VILAYUAN SAYAPHET-TYLER,
3234 Twin Brooks Drive
Greensboro, North Carolina 27407

Defendant

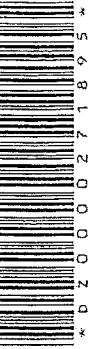
JUDGMENT BY DEFAULT
[DEF]

THIS CAUSE came on to be heard before the undersigned Clerk of Superior Court of Guilford County, North Carolina, upon motion by the plaintiff for the Entry of Default Judgment against the Defendant, pursuant to the provisions of G.S. § 1A-1, Rule 55; and

IT APPEARED TO THE COURT and the Court entered the following findings of fact and

conclusions of law:

1. The plaintiff initiated this action against the Defendant on November 2, 2015.
2. The defendant is a resident of Guilford County, North Carolina, and is therefore subject to the jurisdiction of this Court, pursuant to the provisions of G.S. § 1-75.4 (1).
3. Service of process was properly obtained by serving copies of the summons and complaint upon the Defendant on or about November 17, 2015, in compliance with the requirements of G.S. § 1A-1, Rule 4(f)(1).
4. This is an action for a sum certain or a sum which can by computation be made certain, and the Court has jurisdiction over the parties and the subject matter of this action.



POUNDS EX 0177

JAN 20 2016

JAN 08 2016

5. The Defendant is neither an infant nor an incompetent person, nor on active duty in military service, nor under any other legal disability.

6. More than thirty (30) days have passed since service was had upon the Defendant, and the time allowed for the Defendant to respond to the complaint has expired. No answer or other pleading of any nature has been filed by the defendant, nor has the defendant made any appearance before the Court so as to be entitled to notice of this motion.

7. Default was entered against the Defendant, pursuant to G.S. § 1A-1, Rule 55(a).

8. The defendant is lawfully indebted to the plaintiff in the principal sum of \$2,861.87 and said sum has been outstanding since October 14, 2013.

IT IS NOW, THEREFORE, ORDERED, ADJUDGED AND DECREED, pursuant to the provisions of G.S. § 1A-1, Rule 55, as follows:

1. That the plaintiff have and recover from the defendant the principal sum of \$2,861.87.

2. Plaintiff declines any post-charge-off interest whatsoever.

3. That the plaintiff further have and recover from said Defendant the costs of this action.

This the 8th day of December, 2013

[Assistant] Clerk of Superior Court

Cost. \$180.00

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

DISTRICT COURT DIVISION

15 CVD 9301

JAN - 8 P 1:46

PORTFOLIO RECOVERY ASSOCIATES, LLC,

Plaintiff

VS.

ENTRY OF DEFAULT

[EODF]

VILAYUAN SAYAPHET-TYLER,

Defendant

THIS CAUSE came on to be heard before the undersigned upon motion by the plaintiff for an Entry of Default against the Defendant pursuant to the provisions of G.S. § 1A-1, Rule 55(a); and IT APPEARED TO THE COURT and the Court entered the following findings of fact and conclusions of law:

1. The defendant is a resident of Guilford County, North Carolina, and is therefore subject to the jurisdiction of this Court, pursuant to the provisions of G.S. § 1-75.4 (1).

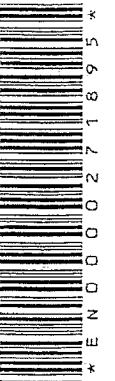
2. The plaintiff initiated this action against the Defendant on November 2, 2015. Service of process was properly obtained by serving copies of the summons and complaint upon the Defendant on or about November 17, 2015, in compliance with the requirements of G.S. § 1A-1, Rule 4(j)(1).

3. No answer or other pleading of any nature has been filed by the Defendant, nor has the Defendant appeared before the Court in any manner, and the time allowed for the Defendant to answer, plead or otherwise appear has expired.

IT IS NOW, THEREFORE, ORDERED that default be, and is hereby entered against the Defendant, pursuant to the provisions of G.S. § 1A-1, Rule 55(a).

This the 8th day of December, 2016

[Assistant] Clerk of Superior Court



N.C. Gen. Stat. § 1-75.4 (1).

for sum certain or a sum which could by computation be made certain.

1. On or about November 2, 2015, the Plaintiff brought this action against the Defendant

Plaintiff
VILAYUAN SAYAPHET-TYLER,
Defendant
[EODF & DEF]

STATE OF NORTH CAROLINA
IN THE GENERAL COURT OF JUSTICE

2015 DEC 30 P 1:52 DISTRICT COURT DIVISION

15 CVD 9301

GUILFORD CO., C.S.C.
PORTFOLIO RECOVERY ASSOCIATES, LLC, 53

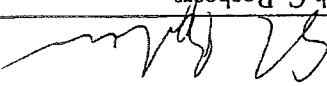
5. As evidenced by the Affidavit and evidence filed by the Plaintiff in this matter, incorporated herein by reference, the Defendant opened a credit account (the "Account") with the Plaintiff's predecessor-in-interest, and accepted and used the credit during the time that the Account was active.

6. As further shown by the Affidavit and evidence filed by the Plaintiff in the matter, incorporated herein by reference, the Defendant is indebted to the Plaintiff in the principal sum of \$2,861.87 and costs of this action.

7. Upon information and belief, the Defendant is not an infant or incompetent person, nor on active duty in military service, nor under any other legal disability.

WHEREFORE, based on the foregoing, the Plaintiff moves the Court to enter Default against the Defendant, and to render judgment by default against said Defendant, as prayed for in the Complaint, pursuant to N.C. Gen. Stat § 1A-1, Rule 55. This the 23rd day of December, 2015.

SESSOMS & ROGERS, P.A.

By: 
 Sarah C. Boshers
 Attorney for Plaintiff
 P.O. Box 110564
 Durham, North Carolina 27709
 Telephone: (919) 688-1000

AFFIDAVIT

State of Virginia
City of Norfolk ss.

Dianna D. Williams

I, the undersigned, _____, Custodian of Records, for Portfolio Recovery Associates, LLC hereby depose, affirm and state as follows:

1. I am competent to testify to the matters contained herein.

2. I am an authorized employee of Portfolio Recovery Associates, LLC, ("Account Assignee") which is doing business at Riverside Commerce Center, 120 Corporate Boulevard, Norfolk, Virginia, and I am authorized to make the statements, representations and averments herein, and do so based upon a review of the business records of the Original Creditor **CITIBANK, N.A./THE HOME DEPOT** and those records transferred to Account Assignee from **CITIBANK, N.A.** ("Account Seller"), which have become a part of and have integrated into Account Assignee's business records, in the ordinary course of business.

3. According to the business records, which are maintained in the ordinary course of business, the account, and all proceeds of the account are now owned by the Account Assignee, all of the Account Seller's interest in such account having been sold, assigned and transferred by the Account Seller on 6/18/2014. Further, the Account Assignee has been assigned all of the Account Seller's power and authority to do and perform all acts necessary for the settlement, satisfaction, compromise, collection or adjustment of said account, and the Account Seller has retained no further interest in said account or the proceeds thereof, for any purpose whatsoever.

4. According to the records transferred to the Account Assignee from Account Seller, and maintained in the ordinary course of business by the Account Assignee, there was due and payable from **VILAYUAN SAYAPHET-TYLER** ("Debtor and Co-Debtor") to the Account Seller the sum of \$2,861.87 with the respect to account number ending in 4077 as of the date of 10/14/2013 with there being no known un-credited payments, counterclaims or offsets against the said debt as of the date of the sale.

5. According to the account records of said Account Assignee, after all known payments, counterclaims, and/or setoffs occurring subsequent to the date of sale, Account Assignee claims the sum of \$2,861.87 as due and owing as of the date of this affidavit.

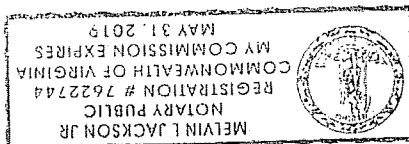
6. Plaintiff believes that the defendant is not a minor or an incompetent individual, and declares that the Defendant is not on active military service of the United States.

Dianna D. Williams
Portfolio Recovery Associates, LLC

By: _____

SEP 10 2015

Subscribed and sworn to before me on _____



271895.001



This communication is from a debt collector and is an attempt to collect a debt. Any information obtained will be used for that purpose.

STATE OF NORTH CAROLINA

CVD 9301

In The General Court Of Justice

Guilford County

Name And Address Of Plaintiff

Portfolio Recovery Associates, LLC

c/o Sessions & Rogers, P.A.

P.O. Box 110564

Durham, NC 27709

VERSUS

Name And Address Of Defendant

Willyann Sayphel-Tyler

3234 Twin Brooks Drive

Greensboro, North Carolina 27407

NOTE: This form is not for use in Chapter 45 Foreclosure actions.

AFFIDAVIT

SERVICEMEMBERS CIVIL RELIEF ACT
AFFIDAVIT

50 U.S.C. app. 501 to 597b

I, the undersigned Affiant, under penalty of perjury declare the following to be true:

1. As of the current date: (check one of the following)

☐ a. the defendant named above is in military service.☒ b. the defendant named above is not in military service.*☐ c. I am unable to determine whether the defendant named above is in military service.*

2. (check one or more of the following)

☒ a. I have not used the Servicemembers Civil Relief Act Website (<https://www.dmdc.osd.mil/appj/sclra/>) to determine the defendant's military status.☒ The results from my use of that website are attached.

(NOTE: The Servicemembers Civil Relief Act Website is a website maintained by the Department of Defense (DoD). If DoD security certificates are not installed on your computer, you may experience security alerts from your internet browser when you attempt to access the website. DoD security certificates will be automatically added to the computers of all judicial Branch users, such that these users should not expect security alerts to appear with this website after July of 2015. As of June 18, 2015, the Servicemembers Civil Relief Act Website includes the following advice: "Most web browsers don't come with the DoD certificates already installed. The best and most secure solution is for the user to install all of the DoD's public certificates in their web browser.")

☐ b. The following facts support my statement as to the defendant's military service: (State how you know the defendant is not in the military. Be specific.)

*NOTE: The term "military service" includes the following: active duty service as a member of the United States Army, Navy, Air Force, Marine Corps, or Coast Guard; service as a member of the National Guard under a call to active service authorized by the President or the Secretary of Defense for a period of more than 30 consecutive days for purposes of responding to a national emergency; active service as a commissioned officer of the Public Health Service or of the National Oceanic and Atmospheric Administration; any period of service during which a servicemember is absent from duty on account of sickness, wounds, leave, or other lawful cause. 50 U.S.C. app. 511(2).

SWORN/AFFIRMED AND SUBSCRIBED TO BEFORE ME

Date

Signature Of Affiant

Name Of Affiant (type or print)

Sarah C. Boshears

Attorney for Plaintiff

Sessions & Rogers, P.A.

P.O. Box 110564

Durham, NC 27709

SEAL

☒ Notary

Date My Commission Expires

03/26/2019

☐ Deputy CSC ☐ Assistant CSC ☐ Clerk Of Superior Court

Signature Of Person Authorized To Administer Oaths

MARGARET LILLIAN REINITZ

Wake County

North Carolina

My Commission Expires 03/26/2019

NOTE TO COURT: Do not proceed to enter judgment in a non-criminal case in which the defendant has not made an appearance until a Servicemembers Civil Relief Act affidavit (whether on this form or not) has been filed, and if it appears that the defendant is in military service, do not proceed to enter judgment until such time that you have appointed an attorney to represent him or her.



MA Commission Expires
NOTARY PUBLIC
MARK COPIES
MARGARET LIGGIAN REINITS

Department of Defense Manpower Data Center

Results as of : Dec-21-2015 07:01:24 AM

SCRA 3.0



Status Report
Pursuant to Servicemembers Civil Relief Act

Last Name: SAYAPHET-TYLER

First Name: VILAYUAN

Middle Name:

Active Duty Status As Of: Dec-21-2015

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Mary M. Snavely-Dixon

Mary M. Snavely-Dixon, Director
Department of Defense - Manpower Data Center
4800 Mark Center Drive, Suite 04E25
Arlington, VA 22350

File #: 271895

POUNDS EX 0185

S&R:cmd
Enclosures

SESSOMS & ROGERS, P.A.

Sincerely yours,

Thank you very much for your assistance. If you have any questions or if you need additional information, please contact our firm at the address or telephone number listed above.

Please file the Motion, enter the Default, and enter the proposed Judgment by Default as authorized by N.C. Gen. Stat. § 1A-1, § 58-70-155, Rules 55(a) and 55(b)(1). Thereafter, please return the copy of each document to our office in the enclosed self-addressed, stamped envelope.

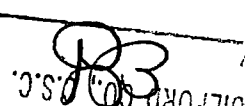
Enclosed please find the original and one (1) copy of the Motion for Entry of Default and Judgment by Default, Affidavit of Military Service, the Entry of Default, and the proposed Judgment by Default in this case.

Dear Sir or Madam:

Re: Portfolio Recovery Associates, LLC
v.
Vilayuan Sayaphet-Tyler
Guilford County Case No. 15 CVD 9301

Clerk of Superior Court
Guilford County Courthouse
P.O. Box 3008
Greensboro, North Carolina 27402

MAILING ADDRESS:
P.O. Box 110564
DURHAM, NC 27709

GUILFORD CO. P.A.C.
BY 
December 22, 2015
TELEPHONE (919) 688-1000
FACSIMILE (919) 688-9000

SESSOMS & ROGERS, P.A.
ATTORNEYS AT LAW
FILED
2015 DEC 30 P 1:52

LS

File No. 15CVD 9321

STATE OF NORTH CAROLINA

Guilford

FILED

In The General Court Of Justice
☒ District ☐ Superior Court Division

Name Of Plaintiff	PORTFOLIO RECOVERY ASSOCIATES, LLC
Address	Sessions & Rogers, P.A.
City, State, Zip	P.O. Box 110564 Guilford Co., N.C. 27209
Name Of Defendant(s)	VILAYUAN SAYAPHET-TYLER

Name And Address Of Defendant 1	Vilayuan Sayaphet-Tyler 3234 Twin Brooks Drive Greensboro, NC 27407
---------------------------------	---

DATE	TIME	OFFICER
SERVICE ATTEMPTED		

Name And Address Of Defendant 2	
---------------------------------	--

A Civil Action Has Been Commenced Against You!

You are notified to appear and answer the complaint of the plaintiff as follows:

1. Serve a copy of your written answer to the complaint upon the plaintiff or plaintiff's attorney within (30) days after you have been served. You may serve your answer by delivering a copy to the plaintiff or by mailing it to the plaintiff's last known address, and

2. File the original of the written answer with the Clerk of Superior Court of the county named above.

If you fail to answer the complaint, the plaintiff will apply to the Court for the relief demanded in the complaint.

Name And Address Of Plaintiff's Attorney (If None, Address Of Plaintiff)	Sarah C. Boshears Sessions & Rogers, P.A. P.O. Box 110564 Durham, North Carolina 27709
Date Issued	NOV 02 2015
Time	10:37
Signature	
<input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	

<input type="checkbox"/> ENDORSEMENT (ASSESS FEE) This Summons was originally issued on the date indicated above and returned not served. At the request of the plaintiff, the time within which this Summons must be served is extended sixty (60) days.	Date Of Endorsement Time <input type="checkbox"/> AM <input type="checkbox"/> PM
Signature	
<input type="checkbox"/> Deputy CSC <input type="checkbox"/> Assistant CSC <input type="checkbox"/> Clerk Of Superior Court	

NOTE TO PARTIES: Many counties have MANDATORY ARBITRATION programs in which most cases where the amount in controversy is \$15,000 or less are heard by an arbitrator before a trial. The parties will be notified if this case is assigned for mandatory arbitration, and, if so, what procedure is to be followed.

271895.001

AOC-CV-100, Rev. 6/11

© 2011 Administrative Office of the Courts

(Over)



POUNDS EX 0187

13846577

Date Received 11-4-15		Date Of Return 11-7-15
Signature Of Deputy Sheriff Making Return [Signature]		County Of Sheriff Guilford County
Name Of Sheriff (Type Or Print) [Signature]		

☐ Defendant WAS NOT served for the following reason:

☐ Other manner of service (specify)

☐ As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

☐ By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.

☐ By delivering to the defendant named above a copy of the summons and complaint.

Date Served	Time Served	Name Of Defendant
		DEFENDANT 2

☐ Defendant WAS NOT served for the following reason:

☐ Other manner of service (specify)

☐ As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

☒ By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.

☐ By delivering to the defendant named above a copy of the summons and complaint.

Date Served 11-7-15	Time Served 1027	Name Of Defendant VILAYUAN SAYAPHEE - TENG
DEFENDANT 1		

I certify that this Summons and a copy of the complaint were received and served as follows:

RETURN OF SERVICE

STATE OF NORTH CAROLINA Guilford County		File No. <u>BCVD 9301</u> In The General Court Of Justice <input checked="" type="checkbox"/> District <input type="checkbox"/> Superior Court Division			
Name And Address Of Plaintiff 1 Portfolio Recovery Associates, LLC c/o Sessoms & Rogers, P.A. P.O. Box 110564 Durham, North Carolina 27709		Name And Address Of Plaintiff 2 Durham, North Carolina 27709			
Name Of Defendant 1 Vilayuan Sayaphet-Tyler		Name Of Defendant 2 _____			
Summons Submitted <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Jury Demanded In Pleading <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Complex Litigation <input type="checkbox"/>		Summons Submitted <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Amount In Controversy Does Not Exceed \$15,000 <input type="checkbox"/>			
Name Of Firm Sessoms & Rogers, P.A. FAX No. (919) 688-9000 Counsel for <input checked="" type="checkbox"/> All Plaintiffs <input type="checkbox"/> All Defendants <input type="checkbox"/> Only (List party(ies) represented)		TYPE OF PLEADING <input type="checkbox"/> Stipulate to arbitration <input type="checkbox"/> Amount in controversy does not exceed \$15,000			
NC Attorney Bar No. 45882 Initial Appearance in Case <input type="checkbox"/> <input checked="" type="checkbox"/> Change of Address Telephone No. (919) 688-1000 Durham, North Carolina 27709		CIVIL ACTION COVER SHEET <input checked="" type="checkbox"/> INITIAL FILING <input type="checkbox"/> SUBSEQUENT FILING Rule 5(b), General Rules of Practice For Superior and District Courts Name And Address Of Attorney Or Party, If Not Represented (complete for initial appearance or change of address) Sarah C. Boshars P.O. Box 110564 Durham, North Carolina 27709			
CLAIMS FOR RELIEF NOTE: Assess fee only if court permission is required to amend <table border="0" style="width:100%;"> <tr> <td style="width:50%; vertical-align: top;"> <input type="checkbox"/> Injunction (INJ) <input type="checkbox"/> Medical Malpractice (MDML) <input type="checkbox"/> Minor Settlement (MSTL) <input type="checkbox"/> Money Owed (MNYO) <input type="checkbox"/> Negligence - Motor Vehicle (MVNG) <input type="checkbox"/> Negligence - Other (NEGO) <input type="checkbox"/> Motor Vehicle Lien G.S. 44A (MVLN) <input type="checkbox"/> Limited Driving Privilege - Out-Of-State <input type="checkbox"/> Convictions (PLDP) <input type="checkbox"/> Possession Of Personal Property (POPP) <input type="checkbox"/> Product Liability (PROD) <input type="checkbox"/> Real Property (RLPR) <input type="checkbox"/> Specific Performance (SPPR) <input type="checkbox"/> Other (specify and list separately) </td> <td style="width:50%; vertical-align: top;"> <input type="checkbox"/> Administrative Appeal (ADMA) <input type="checkbox"/> Appointment Of Receiver (APRC) <input type="checkbox"/> Attachment/Garnishment (ATTC) <input checked="" type="checkbox"/> Claim And Delivery (CLMD) <input checked="" type="checkbox"/> Collection On Account (ACCT) <input type="checkbox"/> Condemnation (CONDM) <input type="checkbox"/> Contract (CNTR) <input type="checkbox"/> Discovery Scheduling Order (DSCH) </td> </tr> </table>				<input type="checkbox"/> Injunction (INJ) <input type="checkbox"/> Medical Malpractice (MDML) <input type="checkbox"/> Minor Settlement (MSTL) <input type="checkbox"/> Money Owed (MNYO) <input type="checkbox"/> Negligence - Motor Vehicle (MVNG) <input type="checkbox"/> Negligence - Other (NEGO) <input type="checkbox"/> Motor Vehicle Lien G.S. 44A (MVLN) <input type="checkbox"/> Limited Driving Privilege - Out-Of-State <input type="checkbox"/> Convictions (PLDP) <input type="checkbox"/> Possession Of Personal Property (POPP) <input type="checkbox"/> Product Liability (PROD) <input type="checkbox"/> Real Property (RLPR) <input type="checkbox"/> Specific Performance (SPPR) <input type="checkbox"/> Other (specify and list separately)	<input type="checkbox"/> Administrative Appeal (ADMA) <input type="checkbox"/> Appointment Of Receiver (APRC) <input type="checkbox"/> Attachment/Garnishment (ATTC) <input checked="" type="checkbox"/> Claim And Delivery (CLMD) <input checked="" type="checkbox"/> Collection On Account (ACCT) <input type="checkbox"/> Condemnation (CONDM) <input type="checkbox"/> Contract (CNTR) <input type="checkbox"/> Discovery Scheduling Order (DSCH)
<input type="checkbox"/> Injunction (INJ) <input type="checkbox"/> Medical Malpractice (MDML) <input type="checkbox"/> Minor Settlement (MSTL) <input type="checkbox"/> Money Owed (MNYO) <input type="checkbox"/> Negligence - Motor Vehicle (MVNG) <input type="checkbox"/> Negligence - Other (NEGO) <input type="checkbox"/> Motor Vehicle Lien G.S. 44A (MVLN) <input type="checkbox"/> Limited Driving Privilege - Out-Of-State <input type="checkbox"/> Convictions (PLDP) <input type="checkbox"/> Possession Of Personal Property (POPP) <input type="checkbox"/> Product Liability (PROD) <input type="checkbox"/> Real Property (RLPR) <input type="checkbox"/> Specific Performance (SPPR) <input type="checkbox"/> Other (specify and list separately)	<input type="checkbox"/> Administrative Appeal (ADMA) <input type="checkbox"/> Appointment Of Receiver (APRC) <input type="checkbox"/> Attachment/Garnishment (ATTC) <input checked="" type="checkbox"/> Claim And Delivery (CLMD) <input checked="" type="checkbox"/> Collection On Account (ACCT) <input type="checkbox"/> Condemnation (CONDM) <input type="checkbox"/> Contract (CNTR) <input type="checkbox"/> Discovery Scheduling Order (DSCH)				
DATE October 15, 2015 Signature Of Plaintiff					
NOTE: All filings in civil actions shall include as the first page of the filing a cover sheet summarizing the critical elements of the filing in a format prescribed by the Administrative Office of the Courts, and the Clerk of Superior Court shall require a party to refile a filing which does not include the required cover sheet. For subsequent filings in civil actions, the filing party must either include a General Civil (AOC-CV-751), Motion (AOC-CV-752) or Court Action (AOC-CV-753) cover sheet. (Over)					

DISTRICT COURT DIVISION

15 CVD 9.301

GULFORD CO., O.S.C.
BY _____

2015 NOV -2 A 10:37

11

The Plaintiff, complaining of the Defendant, alleges and says as follows:

1. The Plaintiff, a limited liability company organized under the laws of the state of Delaware, with a principal office and place of business in Norfolk, Virginia, is duly licensed as a collection agency in North Carolina by the Department of Insurance and has been issued permit number 4132.

2. The Defendant is a resident of Guilford County, North Carolina.
3. Pursuant to an agreement entered into between the Defendant and the Plaintiffs

4. The Defendant incurred debt on the Account, as shown by the account statements attached and incorporated herein by reference as Exhibit A. These statements provide an ongoing itemization of the charges and fees incurred to the Account and reflect how they were calculated. The last payment made to the account was received on March 9, 2013.

5. The Defendant defaulted by failing to make all payments owed on the Account when due. The Account was subsequently charged-off, assigned and acquired by the Plaintiff.

GUILFORD-GA COUNTY CLERK OF COURT
 1052469 11/03/15 14:34:23
 PAYOR: FORTOLIO RECOVERY ASSO LLC
 PAYEE: SESSIONS
 CASE#: 1500009301 NCAP-Y
 CITAN:
 21220 NC-CIVIL FEES 127.35
 21221 DC-CV LAA FEES 2.42
 24681 JUD TECH & FAC 4.00
 22220 CC FAC FEE D CV 15.00
 TOTAL PAID 150.00
 CD TENDERED 150.00
 CHANGE .00
 4782 ID CHECK

RECEIVED
 GUILFORD-GA COUNTY CLERK OF COURT
 11/03/15 14:34:23
 PAYOR: FORTOLIO RECOVERY ASSO LLC
 PAYEE: SESSIONS
 CASE#: 1500009301 NCAP-Y
 CITAN:
 21220 NC-CIVIL FEES 127.35
 21221 DC-CV LAA FEES 2.42
 24681 JUD TECH & FAC 4.00
 22220 CC FAC FEE D CV 15.00
 TOTAL PAID 150.00
 CD TENDERED 150.00
 CHANGE .00
 4782 ID CHECK

Documentation evidencing the complete chain of assignment is attached and incorporated herein as Exhibit B.

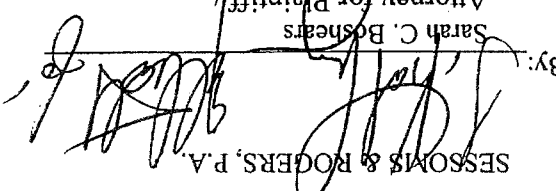
6. Notice of intent to file legal action was sent to Defendant at least thirty (30) days prior to the filing of this action.

7. As shown by the attached Exhibits, the Defendant remains lawfully indebted to the Plaintiff in the amount of \$2,861.87. Said amount includes any offsets and credits to which the Defendant is lawfully entitled.

WHEREFORE, the Plaintiff prays the Court as follows:

1. That the Plaintiff have and recover from the Defendant the amount of \$2,861.87.
2. No interest whatsoever.
3. That the Plaintiff further recover from said Defendant all costs of this action.
4. For such other and further relief as the Court may deem just and proper.

This the 25th day of October, 2015.

SESSOM & ROGERS, P.A.
By: 
Sarah C. Bosheers
Attorney for Plaintiff
P.O. Box 110564
Durham, North Carolina 27709
Telephone: (919) 688-1000

Account Statement

Send Notice of Billing Errors and Customer Service Inquiries to:

HOME DEPOT CREDIT SERVICES
PO Box 790329 St. Louis, MO 63179Customer Service:
myhomedepotaccount.com
Account Inquiries:
1-800-677-0232SHOP
ANY TIME,
ANYWHERE!
ONLINE MOBILE IN-STORE

Payment Information

New Balance	\$2,218.34
Minimum Payment Due	\$75.00
Payment Due Date	April 9, 2013
Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$35.	
Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:	
If you make no additional charges on this card and you pay off the balance shown on this statement by the due date, you will pay only the minimum payment.	Only the minimum payment
	13 years
	3 years
	\$3,260
	(Savings=\$2,577)

If you would like information about credit counseling services, call 1-877-337-8187.

Your minimum payment due is \$75.00. To avoid interest charges on your non-promotional (revolving) balance and any expiring promotions, pay \$2,218.34 by April 9, 2013. If you pay your non-promotional balance in full every month, no additional billed interest charges will apply. Interest accrues daily from your statement closing date until we receive your payment, so please check your next statement for any additional interest you may have incurred.

Please see the enclosed privacy notice for important information.

TRANSACTIONS

Trans Date	Description	Reference #	Amount
02/15	PAYMENT - THANK YOU	P9196001G010BGP5K	\$80.00
03/09	PAYMENT - THANK YOU	P9196002500ZKDCX1	\$93.00
TOTAL FEES FOR THIS PERIOD			\$ 0.00

Take The Home Depot® With You

Download our FREE Application to Easily Access Your Home Depot Credit Account. Make a Payment, Check Your Credit Balance, Shop Over 350,000 Products, Read Reviews and More!

Visit homedepot.com for more details.

PLEASE SEE IMPORTANT INFORMATION ON PAGES 2 AND 4
Page 1 of 6
This Account is issued by Citibank, N.A.

P.O. Box 790393
St. Louis, MO 63179

Statement Enclosed

SAVING HAS NEVER
BEEN EASIER AT
THE HOME DEPOT®
Be the first to know about
exclusive email savings.
Sign up today at
homedepot.com/signup.

HOME DEPOT CREDIT SERVICES
PO BOX 162676
COLUMBUS, OH 43218-2676VILYUAN SAYAPHET-TYLER
3234 TWIN BROOKS DR
GREENSBORO, NC 27407-6742

EXHIBIT

tabbies

POUNDS EX 0193

Proper Form, for a payment sent by mail or courier to an in proper form, you must:

- Enclose a valid check or money order made payable to Home Depot Credit Services. No cash, gift cards, or foreign currency please.
- Include your name and account number on the front of your check or money order.

If you send an eligible check with this payment coupon, you authorize us to complete your payment by electronic debit. If we do, the checking account will be debited in the amount on the check. We may do this as soon as the day we receive the check. Also, the check will be destroyed.

Copy Fee. We charge \$5 for each copy of a billing statement that dates back 3 months or more. We add the fee to a balance of our choosing. We reserve the right to add this fee to balances subject to a higher annual percentage rate. We waive the fee if your request for the copy relates to a billing error or disputed purchase.

Payment Options Other Than Regular Mail.

- **Online Payments.** Visit myhomedepotaccount.com and sign up for free online payments. Enrollment may take a few days. If we receive your request to make an online payment by 5 p.m. Eastern time, we will credit your payment as of that day and it will post within three business days. If we receive your payment as of the next day and it will post within three business days. For security reasons, you may be unable to pay your entire New Balance with your first online payment.
- **AutoPay Service.** If you are enrolled in this service, your payment amount will be deducted automatically each month on your due date from the bank account you select.
- **Pay by Phone Service.** You may use this service any time to make a payment by phone. If your account is eligible, you will be charged \$14.95 to use this service. It is representative of our help expedite your payment. Call by 5 p.m. Eastern time to have your payment credited as of that day and posted within three business days. If you call after that time, your payment will be credited as of the next day and posted within three business days. We may process your payment electronically after we verify your identity.

- **Express Payments.** You can send payment by courier at express mail to the Express Payments Address. This address is: Customer Service Center, Attention: Payment Mail Opening, 1500 Bottomfield St., Columbus, OH 43228. Payment must be received in proper form at the courier address by 5 p.m. Eastern time to be credited as of that day. All payments received in proper form at the proper address after that time will be credited as of the next day.
- **In-Store Payments.** For your added convenience, payments can be made at The Home Depot stores with no service fee. Any payment in proper form accepted in-store will be credited as of that day. However, credit availability may be subject to verification of funds.

HD-2 JAN15

SHOP HASSLE-FREE

☒ **FREE IN-STORE PICK UP** Thousands of items ready to pick up today plus now

now! 280,000 more items ship to your local The Home Depot store free when you order online

☒ **FREE** Shipping on More than 300,000 items

☒ **FREE** In-Store Returns for Online Orders Every day (with minimum \$45 purchase)

Visit homedepot.com Buy Online. Pick Up In Store. for more details.

Information About Your Account.

If you have a balance subject to a deferred interest or 0% APR promotion and that promotion does not expire before the payment due date, that balance (the "excluded balance") is excluded from the amount you must pay in full to get a grace period. However, you must still pay any separately required payment on the excluded balance. In billing cycles in which payments are allocated to deferred interest balances first, the deferred interest balance will be reduced before any other balance on the account. However, you will continue to get a grace period on purchases so long as you pay the New Balance less any excluded balance in full by the payment due date each billing cycle. We may refer to deferred interest promotions as no interest promotions.

In addition, certain promotional offers may take away the grace period on purchases. Other promotional offers not described above may also allow you to have a grace period on purchases without having to pay at or a portion of the promotional balance by the payment due date. If either is the case, the promotional offer will describe what happens.

How We Calculate Your Balance Subject to Interest Rate. For each balance, the letter following the Annual Percentage Rate in the interest charge calculation section on the front of the statement indicates the method we use to calculate interest charges. For methods C, H and M, we use a daily balance method (including current transactions) to calculate daily balance method (including current transactions) to calculate interest charges. For methods I and L, we use an average daily balance method (including current transactions) to calculate interest charges. For method K, we use an average daily balance method (excluding current transactions) to calculate interest charges. To find out more information about the balance calculation method that applies to your account and how the resulting interest charges were determined, contact us at Customer Service number on the front.

Important Payment Instructions.

Right to Prepay Your Account. You may pay all or part of your account balance at any time. However, you must pay by the payment due date, at least the minimum payment due.

Crediting Payments. If we receive your mailed payment in proper form at our processing facility by 5 p.m. local time there, it will be credited as of that day. A payment received in proper form after that time will be credited 5 to 7 days for payments by regular mail to reach us. There may be a delay of up to 5 days in crediting a payment we receive that is not in proper form or is not sent to the correct address. The correct address for regular mail is the address on the front of the payment coupon. The correct address for courier or express mail is the Express Payments Address in the Express Payments section.

PLEASE SEE IMPORTANT INFORMATION ON PAGE 4

Page 2 of 6

Change of Address
Print address changes in blue or black ink.

SAVE STAMPS,
TIME,
AND TREES!

Register now for Paperless Statements and more at
myhomedepotaccount.com

Account: ***** 4077

Trans Date	Description	Reference #	Amount
09/13	INTEREST CHARGED		
	INTEREST CHARGE ON PURCHASES		\$ 52.25
	TOTAL INTEREST FOR THIS PERIOD		\$ 52.25

2013 Totals Year-to-Date	
Total Fees Charged in 2013	\$25.00
Total Interest Charged in 2013	\$152.23

INTEREST CHARGE CALCULATION			
Your Annual Percentage Rate (APR) is the annual interest rate on your account.	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
PURCHASES	26.99% (M)	\$2,279.83	\$52.25
Revolving Balance			



NO INTEREST IF PAID IN FULL WITHIN 12 MONTHS!
 on purchases of \$299 or more. Minimum payments required. Interest will be charged to your account from the purchase date if the purchase balance (including premiums for optional credit insurance) is not paid in full within 12 months or if you make a late payment.

HURRY! OFFER GOOD: 03/21/13 - 03/27/13

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*With credit approval for qualifying purchases made on The Home Depot or EXPO Design Center Consumer Credit Card, 17.99% - 26.99% APR. Minimum interest charge: \$2. See card agreement for details including APR applicable to you. Offer is only valid for consumer accounts and from 3/21/13 through 3/27/13.

RYOBI ONE+ 18V STRING TRIMMER
PULL THE TRIGGER AND GO

- Cordless 18 Volt, 2-in-1 trimmer also serves as an edger - just rotate the shaft
- Lithium-ion battery recharges in an hour, works with over 50 Ryobi One+ tools
- Features adjustable cutting width, charger and 3-year warranty

\$99* WAS \$109

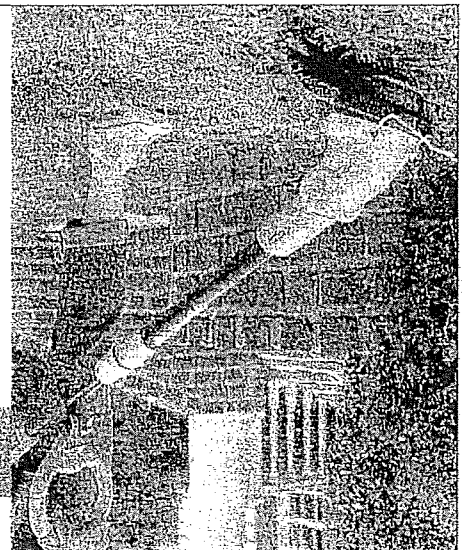


NO ELECTRIC CORD, NO GAS REQUIRED

(060831)

Get yours today - exclusively at The Home Depot.

*Price available in the Continental U.S. only. © 2013 Home Depot, Inc. All rights reserved.



Credit Reporting Disputes. If you think we reported inaccurate information to a credit bureau write us at the Customer Service address shown on Page 1.

Report a Lost or Stolen Card Immediately. Call the Account Inquiries number shown on Page 1.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at the address for billing inquiries and correspondence shown on Page 1 of your statement.

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled.

If you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the address for billing inquiries and correspondence shown on Page 1 of your statement. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

KEY CREDIT TERMS - NO INTEREST IF PAID IN FULL WITHIN 6 MONTHS*. \$299 minimum purchase required. Minimum payments required. not paid in full within 6 months or if you make a late payment.

*With credit approval for qualifying purchases made on The Home Depot or EXPO Design Center Consumer Credit Card, 17.99% - 26.99% APR. Minimum interest charge \$2. See card agreement for details including APR applicable to you. Offer is only valid for consumer accounts and is subject to change without notice.

PLEASE SEE IMPORTANT INFORMATION ON PAGE 2

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FACTS		WHAT DOES CITIBANK DO WITH YOUR PERSONAL INFORMATION?	
<p>WHY?</p> <p>Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.</p>		<p>WHAT?</p> <p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and income • account balances and employment information • credit history and transaction history 	
<p>HOW?</p> <p>All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Citibank chooses to share; and whether you can limit this sharing.</p>		<p>HOW MUCH?</p> <p>We only share your information with companies that need it to do business with you.</p>	
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No	
For our marketing purposes – to offer our products and services to you	Yes	No	
For joint marketing with other financial companies	Yes	No	
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No	
For our affiliates' everyday business purposes – information about your creditworthiness	Yes		
For our affiliates to market to you	Yes		
For our nonaffiliates to market to you	Yes		

Please note: Call 1-877-491-0607 – our menu will prompt you through your choice(s). If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us any time to limit our sharing.

Call 1-877-491-0607 or call the Customer Service number on the back of your credit card or on your billing statement.

<p>Who is providing this notice?</p> <p>You are receiving this notice from the retail partner cards group of Citibank, N.A., the bank that issues your credit card.</p>	
<p>How does Citibank protect my personal information?</p> <p>To protect your personal information from unauthorized access and use, we use security measures to comply with federal law. These measures include computer safeguards and secured files and buildings.</p>	
<p>How does Citibank collect my personal information?</p> <p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • provide account information or give us your contact information • provide employment information or apply for a loan • use your credit or debit card <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>	
<p>Why can't I limit all sharing?</p> <p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes – information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you. <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>	
<p>Affiliates</p> <p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Our affiliates include companies with a Citi name, financial companies such as Citigroup Global Markets Inc. and Banamex USA. <p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Nonaffiliates we share with can include companies engaged in direct marketing and the selling of consumer products and services. <p>A formal agreement between nonaffiliated financial companies that together market financial products and services to you.</p>	
<p>Joint marketing</p>	
<p>For Vermont Residents: We will not share information we collect about you with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization.</p> <p>For California Residents: We will not share information we collect about you with nonaffiliated third parties, except as permitted by California law, such as to process your transactions or to maintain your account.</p>	
<p>We may share your personal information, as permitted by law, with the retailer whose name is on your card and with the companies related to the retailer. You cannot limit this sharing.</p> <p>Important information about Credit Reporting</p> <p>We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.</p>	

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HOME DEPOT CREDIT SERVICES
PO BOX 182676
COLUMBUS, OH 43218-2676

* Past Due Amount is included in the Minimum Payment Due.
Please print address changes on the reverse side.
Make Checks Payable to *

[illegible]

For proper credit, please write
6035 3203 0245 4077
on your check and enclose
with this payment coupon.



Your Account Number is: [REDACTED]

Please detach and return portion for your payment to insure proper credit. Return upper portion for your records.

PLEASE SEE IMPORTANT INFORMATION ON PAGES 2 AND 4. Page 1 of 4 This Account is issued by Citibank, N.A.

2048

TRANSACTIONS	Trans Date	Description	Reference #	Amount
	10/09	LATE FEE		\$ 25.00
		TOTAL FEES FOR THIS PERIOD		\$ 25.00
		INTEREST CHARGED		
	10/13	INTEREST CHARGE ON PURCHASES		\$ 64.16
		TOTAL INTEREST FOR THIS PERIOD		\$ 64.16

You must make a minimum payment due to the lender of \$502.00. To avoid interest charges on your non-promotional (revolving) balance and any expiring promotional, pay \$2,657.17 by November 9, 2013. If you pay your non-promotional balance in full every month, no additional billed interest charges will apply. Interest accrues daily from your statement closing date until we receive your payment, so please check your next statement for any additional interest you may have incurred.

Summary of Account Activity	
Previous Balance	\$2,762.71
Payments	-\$0.00
Other Credits	-\$0.00
Purchases	+\$0.00
Fees Charged	+\$35.00
Interest Charged	+\$64.16
New Balance	\$2,861.87
Past Due Amount	\$774.00

Credit Limit	\$0.00
Available Credit	\$0.00
Statement Closing Date	10/13/2013
Next Statement Closing Date	11/12/2013
Days in Billing Cycle	31

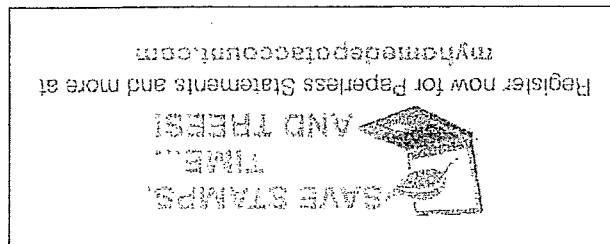
Payment Information	
New Balance	\$2,861.87
Minimum Payment Due	\$902.00
Payment Due Date	November 9, 2013
<p>Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$35.</p> <p>Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:</p>	
If you make no additional charges using this card and each month you pay	You will pay off the balance shown on this statement in about
Only the minimum payment	12 years
\$117	3 years
<p>If you would like information about credit counseling services, call 1-877-337-8188.</p> <p>(Savings=\$1,869)</p> <p>\$4,208</p> <p>\$6,095</p> <p>And you will end up paying an estimated total of</p>	

Account Number 4077

and notice of Billing Error and Customer Service Inquiries to:
HOME DEPOT CREDIT SERVICES
P.O. Box 790328, St. Louis, MO 63179

Account Statement

SHOP ANYTIME, ANYWHERE!
ONLINE MOBILE IN-STORE
Customer Service: 1-866-458-7683
Account Inquiries: 1-866-458-7683
CustomerService@polard.com



Change of Address
Please print address changes in blue or black ink.

Page 2 of 4

108600
HDP-APP-18

PLEASE SEE REPORT AND INFORMATION ON PAGE 4

When Your Payment Will Be Credited: If we receive your payment in proper form at our processing facility by a particular time there, it will be credited as of that day. A payment received there in proper form after that time will be credited as of the next day. Allow 5 to 7 days for payments by regular mail to reach us. There may be a delay of up to 3 days in crediting a payment we receive that is not in proper form or is not sent to the correct address. The correct address for regular mail is the address on the front of the payment coupon. The correct address for courier or express mail is the express mail address shown on the Express Mail section.

Other Account and Payment Information: Payment Amount: You may pay all or part of your account balance at any time. However, you must pay, by the payment due date, at least the minimum payment due.

How We Calculate Your Balance Subject to Interest Rate: For each change calculation section on the front of the statement indicates the method we use to calculate interest charges. For Methods C, H and M, we use a daily balance method (including current transactions) to calculate interest charges. For Methods I and J, we use an average daily balance method (including current transactions) to calculate interest charges. For Methods K and L, we use an average daily balance method (including current transactions) to calculate interest charges. For Methods M and N, we use an average daily balance method (including current transactions) to calculate interest charges. For Methods O and P, we use an average daily balance method (including current transactions) to calculate interest charges. For Methods Q and R, we use an average daily balance method (including current transactions) to calculate interest charges. For Methods S and T, we use an average daily balance method (including current transactions) to calculate interest charges. For Methods U and V, we use an average daily balance method (including current transactions) to calculate interest charges. For Methods W and X, we use an average daily balance method (including current transactions) to calculate interest charges. For Methods Y and Z, we use an average daily balance method (including current transactions) to calculate interest charges.

How to Avoid Paying Interest on Purchases: Your payment due date is the date by which you must pay your New Balance by the payment due date. If you do not pay your New Balance by the payment due date, you will get a grace period on purchases and you pay the New Balance in full for two billing cycles in a row. If you have a balance subject to a deferred interest or 0% APR promotion and that promotion does not expire before the payment due date, that balance (the "excluded balance") is excluded from the amount you must pay in full to get a grace period. However, you must still pay any separately required payment on the excluded balance, in billing cycles in which payments are allocated to deferred interest before any other balance on the account. However, you will continue to get a grace period on purchases so long as you pay the New Balance less any excluded balances in full by the payment due date each billing cycle. We may refer to deferred interest promotions as the interest promotion.

Express Mail: Send all payments by courier or express mail to Payment Department, 1500 Boulevard Street, Columbus, OH 43268. Payment must be received in proper form at the proper address by 3 p.m. Eastern time to be credited as of that day. All payments received in proper form at the proper address after that time will be credited as of the next day. **In-Store Payments:** For your added convenience, payments can be made at The Home Depot stores, with no service fee. Any payment in proper form accepted in store will be credited as of that day. However, credit availability may be subject to verification of funds. **If you send an eligible check with this payment coupon, you authorize us to complete your payment by electronic debit. If we do, the checking account will be debited in the amount on the check. We may do this as soon as the day we receive the check. Also, the check will be destroyed.**

Online: Go to the URL on Page 1 of your statement to make a payment. **Payment Other Than By Mail:** **Include your name and the last four digits of your account number.** **Credit Services:** No cash, gift cards, or "one up currency" please. **Enclose a valid check or money order made payable to Home Depot.** **You must:** **Proper Form:** If a payment sent by mail or courier is to be deposited into your account, it must be properly filled out. **Phone:** Call the phone number on Page 1 of your statement to make a payment. We may process your payment electronically after we verify your identity. The payment cutoff time for phone payments is midnight Eastern time. This means that we will credit your account as of the calendar day based on Eastern time that we receive your payment request. **AutoPay:** Sign up at Account Online to have your payment amount automatically deducted each month from the amount you choose. Your card account will be credited on the due date with that amount. **Last:** If we, this means that we will credit your account as of the calendar day based on Eastern time that we receive your payment request.

INTEREST CHARGE CALCULATION	26.99% (M)	\$2,799.22	\$64.16
Revolving Balance			
PURCHASES			
Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Your Annual Percentage Rate (APR) is the annual interest rate on your account.			

2013 Total Year-to-Date	
Total Fees Charged in 2013	\$270.00
Total Interest Charged in 2013	\$550.76

Account: ***** 4077

Credit Reporting Disputes. If you think we reported inaccurate information to a credit bureau write us at the Customer Service address shown on Page 1.

Report a Lost or Stolen Card Immediately. Call the Account Inquiries number shown on Page 1.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at the address for billing errors and customer service inquiries shown on Page 1 of your statement.

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled.
- If you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.

2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the address for billing errors and customer service inquiries shown on Page 1 of your statement. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

KEY CREDIT TERMS - NO INTEREST IF PAID IN FULL WITHIN 6 MONTHS*. \$299 minimum purchase required. Minimum payments required. Interest will be charged to your account from the purchase date if the purchase balance (including premiums for optional credit insurance) is not paid in full within 6 months or if you make a late payment.

*With credit approval for qualifying purchases made on The Home Depot or F&W Design Center Consumer Credit Card, 17.99% - 25.99% APR. Minimum interest charge \$2. See card agreement for details including APR applicable to you. Offer is only valid for consumer accounts and is subject to change without notice.

103501-HD-9196-0400-0002-E-X-12/01/07-65-191-P-0-7-8-0-NOPLAY-EB-09/14/13-H54B-September 12, 2013-0-0 -N--

PLEASE SEE IMPORTANT INFORMATION ON PAGE 2

HD-1 APR13

Contract ID: PR1TH1MM082213
Document ID: 061014PR1TH1MMB1

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT, dated June 18, 2014, is by Citibank, N.A., a national banking association organized under the laws of the United States, located at 701 East 60th Street North, Sioux Falls, SD 57117 (the "Bank") to Portfolio Recovery Associates, LLC ("Buyer"), organized under the laws of Delaware, with its headquarters/principal place of business at 130 Corporate Boulevard, Norfolk, VA 23502.

For value received and subject to the terms and conditions of the Purchase and Sale Agreement dated August 22, 2013, between Buyer and the Bank (the "Agreement"), the Bank does hereby transfer, sell, assign, convey, grant, bargain, set over and deliver to Buyer, and to Buyer's successors and assigns, the Accounts described in Exhibit I and the final electronic file.

Citibank, N.A.

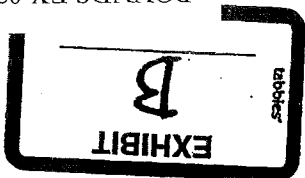
By:

(Signature)

Name: Patricia Hall

Title: Financial Account Manager

PRA 082213.docx



POUNDS EX 0203

ACCOUNT NUMBER	1077
ACCOUNT NUMBER CROSS-REFERENCE NUMBER	00000000000000000000
ACCOUNT OPEN DATE	12/30/2007 12:00:00 AM
ANNUAL PERCENTAGE RATE	0
ATTORNEY ADDRESS	
ATTORNEY CITY	
ATTORNEY LAW FIRM	
ATTORNEY NAME	
ATTORNEY PHONE	
ATTORNEY STATE	
ATTORNEY ZIP CODE	
AUTHORIZED USER NAME FIRST	
AUTHORIZED USER NAME LAST	
AUTHORIZED USER NAME MIDDLE	
AUTHORIZED USER SOCIAL SECURITY NUMBER / TAX ID	
BANKRUPTCY 341 DATE	
BANKRUPTCY 341 LOCATION	
BANKRUPTCY 341 TIME	
BANKRUPTCY ASSET INDICATOR	
BANKRUPTCY CASE NUMBER	
BANKRUPTCY CHAPTER	
BANKRUPTCY DEADLINE FILE DATE / BAR DATE	
BANKRUPTCY DISCHARGE DATE	
BANKRUPTCY FILE AMOUNT	
BANKRUPTCY FILE DATE	
BANKRUPTCY INDICATOR	
BANKRUPTCY PROOF OF CLAIM DATE	
BANKRUPTCY TRUSTEE	
BANKRUPTCY TRUSTEE ADDRESS	
BANKRUPTCY TRUSTEE CITY	
BANKRUPTCY TRUSTEE PHONE	
BANKRUPTCY TRUSTEE STATE	
BANKRUPTCY TRUSTEE ZIP	
BANKRUPTCY TRUSTEE NETWORK	
BRANCH NAME	
BRANCH PHONE NUMBER	
CACS CONVERTED ACCOUNT INFORMATION	
CACS FUNCTION	
CACS LOCATION	
CACS LOCATION NAME	
CACS SECURITY CODE	
CACS STATE	
CHARGE CARD INDICATOR	
CHARGE OFF AMOUNT	2861.8700
CHARGE OFF DATE	10/14/2013 12:00:00 AM
CO-BORROWER FIRST NAME	

CO-BORROWER LAST NAME	
CO-BORROWER MIDDLE NAME	
CO-BORROWER SOCIAL SECURITY NUMBER	
CREDIT BUREAU FLAG	1
CREDIT LIMIT	
CURRENT BALANCE	2861.8700
DATE OF LAST NAME CHANGE	
DEBTOR ALTERNATE CONTACT FIRST NAME	
DEBTOR ALTERNATE CONTACT LAST NAME	
DEBTOR ALTERNATE CONTACT MIDDLE NAME	
DEBTOR ALTERNATE CONTACT PHONE	3366973000
DEBTOR BIRTH DATE	
DEBTOR BUSINESS ADDRESS 1	
DEBTOR BUSINESS ADDRESS 2	
DEBTOR BUSINESS CITY	
DEBTOR BUSINESS PHONE	
DEBTOR BUSINESS STATE	
DEBTOR BUSINESS ZIP CODE	
DEBTOR NAME FIRST	VILAYUAN
DEBTOR NAME LAST	SAYAPHET-TYLER
DEBTOR NAME MIDDLE	
DEBTOR RESIDENCE ADDRESS 1	3234 TWIN BROOKS DR
DEBTOR RESIDENCE ADDRESS 2	
DEBTOR RESIDENCE CITY	GREENSBORO
DEBTOR RESIDENCE COUNTRY	
DEBTOR RESIDENCE COUNTY	
DEBTOR RESIDENCE PHONE	3364557517
DEBTOR SOCIAL SECURITY NUMBER	3896
DEBTOR STATE	NC
DEBTOR ZIP CODE	274076742
FDR OWNERSHIP CODE / TRUST ID	00000103
FDR REFERENCE NUMBER	
HIGH BALANCE	
HOST STATUS	
IBS ACCOUNT CROSS-REFERENCE CODE	
IBS ACCOUNT TYPE	
IBS CRIS RELATIONSHIP COUNT	
IBS CRIS RELATIONSHIP KEY	
IBS HOST AGENCY CODE	
IBS OWNERSHIP CODE	
JOINT INDICATOR	
JUDGMENT DATE	
JUDGMENT INDICATOR	
LAST CASH ADVANCE AMOUNT	

SESSOMS & ROGERS, P.A.
ATTORNEYS AT LAW

TELEPHONE (919) 688-1000
FACSIMILE (919) 688-9000

MAILING ADDRESS:
P.O. BOX 110564
DURHAM, NC 27709

October 15, 2015

FILED
2015 NOV -2 A 10 11
GUILFORD CO., C.S.C.
BY

Vilayuan Sayaphet-Tyler
v.

Re: Portfolio Recovery Associates, LLC

Clerk of Superior Court
Guilford County Courthouse
P.O. Box 3008
Greensboro, North Carolina 27402

Dear Sir or Madam:

Our firm represents Portfolio Recovery Associates, LLC, the Plaintiff in the above captioned matter. In that regard, we are enclosing the original and two (2) copies of the Complaint and Civil Summons in this case, along with our trust account check for the filing fee. Please file the Complaint, issue the summons, and forward the Defendant's copy along with the enclosed check for service, to the Guilford County Sheriff's office. Please return the extra file-stamped copy of the Summons and Complaint to our office at the address above for our file.

Thank you very much for your assistance. If you have any questions with respect to this matter, or if you need any additional information, please contact our firm at the address above.

Sincerely yours,

SESSOMS & ROGERS, P.A.

S&R:mrg
Enclosures
271895.001

STATE OF NORTH CAROLINA		Mecklenburg County		FILED	
15 CVD 1907		JULY 8, 2015		JULY 8, 2015	
Abstract No.		Judgment Docket Book And Page No.		Date Judgment Filed	
NOTICE OF RIGHT TO HAVE EXEMPTIONS DESIGNATED		In The General Court Of Justice		District <input checked="" type="checkbox"/> Superior Court Division	
Name Of Plaintiff		Name Of Defendant		Name And Address Of Judgment Debtor 1	
FORKFOLIO RECOVERY ASSOCIATES, LLC		RHONDA HALL		Rhonda Hall 10800 Dungan Court Charlotte NC 28262	
VERSUS		TO:		Name And Address Of Judgment Debtor 2	
NOTE: Attach a copy of AOC-CV-407 if the judgment was filed before 1/1/06. For judgments filed after 1/1/06, attach AOC-CV-415.					

☒ pay money over to the judgment creditor. ☐ turn over various household belongings to the judgment creditor.

The judgment creditor (person who has the judgment against you) is now seeking to collect this judgment and has asked me to give you notice of your rights. Under the Constitution and laws of North Carolina, you have the right to exempt from the collection of the judgment certain of your property (in other words, to keep it from being taken from you). If you wish to keep your exempt property, you MUST fill out the attached Motion To Claim Exempt Property and mail or take it to the Clerk of Superior Court at the address listed below. You MUST also mail or take a copy to the judgment creditor at the address listed below. The law gives you another option of requesting, in writing, a hearing before the Clerk to claim your exemptions. If you make a written request for a hearing, you will be notified of the time and place of the hearing when you may claim your exemptions.

It is important that you respond to this Notice no later than twenty (20) days after it was served on you because you will lose valuable statutory rights if you do nothing. If you do not respond, you will give up your right to statutory exemptions and the judgment creditor may be able to take any or all of your property to satisfy the judgment. You have certain constitutional rights you may claim if you give up your statutory rights. You may wish to consider hiring an attorney to help you with this proceeding to make certain that you receive all the protections to which you are entitled.

NOTICE TO JUDGMENT DEBTOR: THERE ARE CERTAIN EXEMPTIONS UNDER STATE AND FEDERAL LAW THAT YOU ARE ENTITLED TO CLAIM IN ADDITION TO THE EXEMPTIONS LISTED IN THE MOTION TO CLAIM EXEMPT PROPERTY THAT IS ENCLOSED WITH THIS NOTICE. These exemptions may include social security, unemployment, and workers' compensation benefits and earnings for your personal services rendered within the last 60 days. There is available to you a prompt procedure for challenging an attachment or levy on your property.

Name And Address Of Judgment Creditor Or Attorney		Date		Signature	
Andrew E. Hoke Sessoms & Rogers, P.A. P.O. Box 110564 Durham, North Carolina 27709		7/8/15		[Signature]	
Telephone No.		Address Of The Clerk Of Superior Court		Clerk Of Superior Court	
(919) 688-1000		Mecklenburg County Courthouse Charlotte, North Carolina 28237			
		<input checked="" type="checkbox"/> Deputy CSC <input type="checkbox"/> Assistant CSC <input type="checkbox"/> Clerk Of Superior Court			

NOTICE TO THE JUDGMENT CREDITOR:

You may serve this Notice and the Motion To Claim Exempt Property by mailing a copy of each, registered or certified mail, return receipt requested, addressed to the judgment debtor. To prove service, you must file an affidavit (notarized by a notary public) with the Clerk asserting that (1) a copy of the Notice of Rights and Motion To Claim Exempt Property was deposited in the post office for mailing by registered or certified mail, return receipt requested; (2) it was in fact received as evidenced by the attached registry receipt or other evidence of delivery; and (3) the genuine receipt or other evidence of delivery is attached. You must attach the post office delivery receipt to the affidavit. Alternatively, you may choose to have this Notice and the Motion served by the sheriff. If you select this method, you must pay a service fee. If your attempted service by certified or registered mail or personal service by the sheriff fails, you may then serve the judgment debtor by mailing a copy of Notice and Motion to the judgment debtor at his/her last known address. To prove service, you must file a certificate with the Clerk that the notice and motion were served indicating why you used such service, the date the notice was mailed and the address to which it was mailed. Remember, you may NOT use service by regular first class mail until you have tried first to serve the judgment debtor personally or by certified or registered mail and such service was unsuccessful.

RETURN OF SERVICE

I certify that this Notice and a copy of a Motion to Claim Exempt Property were received and served as follows:

JUDGMENT DEBTOR 1

Date Served	Time Served	Name Of Judgment Debtor 1
	AM <input type="checkbox"/> PM <input type="checkbox"/>	Rhonda Hall

☐ By delivering to the judgment debtor named above a copy of this Notice and Motion To Claim Exempt Property.

☐ By leaving a copy of this Notice and Motion To Claim Exempt Property at the dwelling house or usual place of abode of the judgment debtor named above with a person of suitable age and discretion then residing therein.

Name And Address Of Person With Whom Copies Left

☐ Other Manner Of Service (specify)

☒ Judgment debtor WAS NOT served for the following reason:

Service Fee Paid	Date Received	Name Of Sheriff (Type Or Print)
\$	12/31/15	S. Stewman - X1521

Paid By	Date Of Return	County
	1/16/16	Mecklenburg

Signature Of Deputy Sheriff Making Return
Irvin Carmichael

JUDGMENT DEBTOR 2

Date Served	Time Served	Name Of Judgment Debtor 2
	AM <input type="checkbox"/> PM <input type="checkbox"/>	

☐ By delivering to the judgment debtor named above a copy of this Notice and Motion To Claim Exempt Property.

☐ By leaving a copy of this Notice and Motion To Claim Exempt Property at the dwelling house or usual place of abode of the judgment debtor named above with a person of suitable age and discretion then residing therein.

Name And Address Of Person With Whom Copies Left

☐ Other Manner Of Service (specify)

☐ Judgment debtor WAS NOT served for the following reason:

Service Fee Paid	Date Received	Name Of Sheriff	Date Of Return	County	Signature Of Deputy Sheriff Making Return
\$					

MECKLENBURG COUNTY CLERK OF COURT

X381739 12/30/15 14:57:02

PAYOR: PORTFOLIO RECOVERY ASSOCIATE

PAYEE: HALL, RHONDA

CASE#: 15CV001907 VCAP:Y

CITAH:

22515 00 PROC FEE CV 30.00

TOTAL PAID 30.00

OR TENDERED 30.00

COUNTY OF MECKLENBURG
DISTRICT COURT DIVISION

[illegible]

VS.

RHONDA HALL,
Defendant
)
)
)

day served upon the Defendant in this action by mailing a copy thereof, postage prepaid, to the

Defendant, as follows:

Rhonda Hall
10800 Dungarvon Court
Charlotte, North Carolina 28262

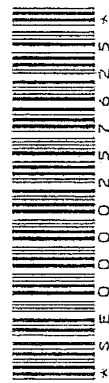
27

This the _____ day of August, 2015.

SESSOMS & ROGERS, P.A.

By:

Andrew E. Hoke
Attorney for Plaintiff
P.O. Box 110564
Durham, North Carolina 27709
Telephone: (919) 688-1000



LEAD DOCUMENT FOR SCANNING AUDIT TRAIL		
File No.	Date Filmed	Description
15 GVD 1907		
15-98		

15 CVD 1907

JUL 09 2015

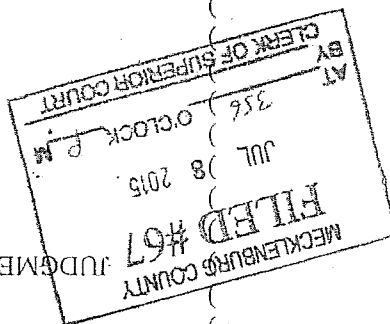
Plaintiff

vs.

RHONDA HALL,
10800 Dunganvon Court
Charlotte, North Carolina 28262

Defendant

NT BY DEFAULT
[DEF]

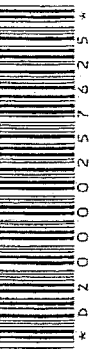


THIS CAUSE came on to be heard before the undersigned Clerk of Superior Court of Mecklenburg County, North Carolina, upon motion by the plaintiff for the Entry of Default Judgment against the Defendant, pursuant to the provisions of G.S. § 1A-1, Rule 55; and

IT APPEARED TO THE COURT and the Court entered the following findings of fact and

conclusions of law;

1. The plaintiff initiated this action against the Defendant on January 30, 2015.
2. The defendant is a resident of Mecklenburg County, North Carolina, and is therefore subject to the jurisdiction of this Court, pursuant to the provisions of G.S. § 1-75.4 (1).
3. Service of process was properly obtained by serving copies of the summons and complaint upon the Defendant on or about May 6, 2015, in compliance with the requirements of G.S. § 1A-1, Rule 4(g)(1).
4. This is an action for a sum certain or a sum which can by computation be made certain, and the Court has jurisdiction over the parties and the subject matter of this action.



5. The Defendant is neither an infant nor an incompetent person, nor in military service, nor under any other legal disability.

6. More than thirty (30) days have passed since service was had upon the Defendant, and the time allowed for the Defendant to respond to the complaint has expired. No answer or other pleading of any nature has been filed by the defendant, nor has the defendant made any appearance before the Court so as to be entitled to notice of this motion.

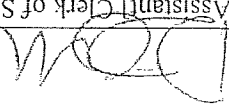
7. Default was entered against the Defendant, pursuant to G.S. § 1A-1, Rule 55(a).

8. The defendant is lawfully indebted to the plaintiff in the principal sum of \$1,626.77 and said sum has been outstanding since March 13, 2013.

IT IS NOW, THEREFORE, ORDERED, ADJUDGED AND DECREED, pursuant to the provisions of G.S. § 1A-1, Rule 55, as follows:

1. That the plaintiff have and recover from the defendant the principal sum of \$1,626.77.
2. Plaintiff declines all pre-judgment and post-judgment interest.
3. That the plaintiff further have and recover from said Defendant the costs of this action.

This the 8 day of July, 2015.



Assistant Clerk of Superior Court

15 CVD 1907

Plaintiff

VS.

RHONDA HALL,

Defendant

Defendant

THIS CAUSE came on to be heard before the undersigned upon motion by the plaintiff for an Entry of Default against the Defendant pursuant to the provisions of G.S. § 1A-1, Rule 55(a); and IT APPEARED TO THE COURT and the Court entered the following findings of fact and conclusions of

[REDACTED]

1. The defendant is a resident of Mecklenburg County, North Carolina, and is therefore subject to the jurisdiction of this Court, pursuant to the provisions of G.S. § 1-75.4 (1).

2. The plaintiff initiated this action against the Defendant on January 30, 2015. Service of process was properly obtained by serving copies of the summons and complaint upon the Defendant on or about May 6, 2015, in compliance with the requirements of G.S. § 1A-1, Rule 4(f)(1).

3. No answer or other pleading of any nature has been filed by the Defendant, nor has the Defendant appeared before the Court in any manner, and the time allowed for the Defendant to answer, plead or otherwise appear has expired.

IT IS NOW, THEREFORE, ORDERED that default be, and is hereby entered against the Defendant, pursuant to the provisions of G.S. § 1A-1, Rule 55(a).

Defendant, pursuant to the provisions of G.S. § 1A-1, Rule 55(a).

This the 8 day of July, 2015.

[Assistant] Clerk of Superior Court

WSD

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG
DISTRICT COURT DIVISION

15 CVD 1907

JUL 09 2015

AFFIDAVIT and MOTION

for

ENTRY OF DEFAULT and

JUDGMENT BY DEFAULT

[EODF & DEFJ]

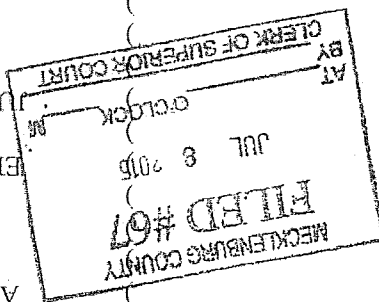
Defendant

RHONDA HALL,

VS.

Plaintiff

PORTFOLIO RECOVERY ASSOCIATES, LLC,)



Andrew E. Hoke, having sworn or affirmed, deposes and says as follows:

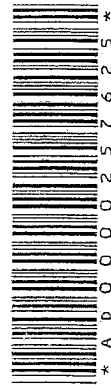
1. He is the attorney for the plaintiff in the above-captioned civil action.

2. The Plaintiff commenced this action against the Defendant for a sum certain or a sum which could by computation be made certain on or about January 30, 2015. The Defendant was served with the Summons and Complaint on or about May 6, 2015, as shown on the affidavit of service filed herein, as required by G.S. § 1A-1, Rule 4(j)(1).

3. More than thirty (30) days have passed since the Defendant was served, and the time allowed for the Defendant to respond to the complaint has expired. No answer or other pleading of any nature has been filed by the Defendant, nor has any appearance been made by the Defendant before the Court so as to be entitled to notice of this motion.

4. Pursuant to an agreement entered into between the Defendant and the Plaintiff, a credit account (herein the "Account") was opened and credit thereafter extended to the Defendant.

5. The Defendant accepted and used the credit extended on the Account, as shown by the copies of monthly billing statements (herein the "Statements") previously filed herein as an attachment to the Plaintiff's Complaint as Exhibit "A" and incorporated herein by this reference.



6. As this was a credit card account, the origination balance was \$0.00. The Statements reflect an itemization of the charges and fees owed, along with an explanation of how the balance owing on the Account was calculated. The last payment on the defendant's Account was made on or about July 23, 2012.

7. The Defendant defaulted on the their obligation to pay the balance accrued on the Account. The Account was charged-off by GE Capital Retail Bank f/k/a GE Money Bank for non-payment in the amount of \$1,626.77 as evidenced by the Charge-off Statement attached hereto as Exhibit "1" and incorporated herein by this reference.

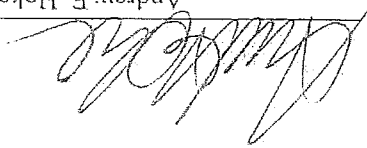
8. The Account was subsequently assigned to the Plaintiff, the current holder of the Account. The chain of ownership of the Account, previously filed herein as an attachment to the Plaintiff's Complaint as Exhibit "B", is incorporated herein by this reference.

9. As evidenced by the attached affidavit of account, the Defendant is indebted to the Plaintiff in the principal sum of \$1,626.77 and costs of this action. The Affidavit of Account is correct in all respects to the best knowledge and belief of this affiant.

10. To this affiant's best knowledge and belief, the defendant is not an infant or incompetent person, nor in military service, nor under any other legal disability.

11. The Plaintiff moves the Court to enter default against the Defendant, and to render judgment by default against said Defendant, pursuant to the provisions of G.S. § 1A-1, Rule 55.

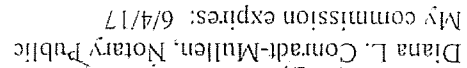
This the 2nd day of July, 2015.

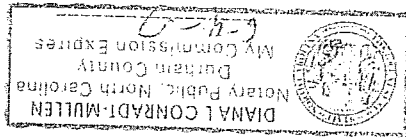


Andrew E. Hoke
Attorney for Plaintiff

Sworn to or affirmed and acknowledged before me,

this the 2nd day of July, 2015.


Diana L. Conrad-Mullen, Notary Public
My commission expires: 6/4/17



CARDHOLDER: JCRB
GE Money

Cardholder Name: RHONDA N HALL
Secondary Name: JAMES B HALL
Account Number: 7942
Statement Closing Date: 03/13/2013

Summary of Account Activity	
Previous Balance	\$1,591.77
+ New Purchases	\$0.00
- Payments	\$0.00
+/- Credits, Fees & Adjustments (net)	\$1,591.77
New Balance	\$0.00
Credit Limit	\$1,500.00
Available Credit	\$0.00
Days in Billing Period	28
Pay online for free at: gogocapital.com For GE Capital Retail Bank customer service or to report your card lost or stolen, call 1-866-893-7884. Best times to call are Wednesday - Friday.	
Payment Information	
New Balance	\$0.00
Total Minimum Payment Due	\$578.00
Payment Due Date	03/16/2013
PAYMENT DUE BY 5 P.M. EASTERN ON THE DUE DATE. We may convert your payment into an electronic debit. See reverse side.	
Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$35.00.	

Transaction Summary			
Tran Date	Post Date	Reference Number	Description
03/13/2013	03/13/2013	F9072002800899980	CHARGE OFF ACCOUNT-PRINCIPALS
03/13/2013	03/13/2013		CHARGE OFF ACCOUNT-FINANCE
03/08/2013	03/08/2013		FEES
03/13/2013	03/13/2013		INTEREST CHARGED
03/13/2013	03/13/2013		INTEREST CHARGE ON PURCHASES
TOTAL INTEREST FOR THIS PERIOD			
TOTAL FEES FOR THIS PERIOD			
LATE FEE			
CHARGES			
CHARGE OFF ACCOUNT-FINANCE			
CHARGE OFF ACCOUNT-PRINCIPALS			
Amount			
2013 Totals Year-to-Date			
Total Fees Charged in 2013			
Total Interest Charged in 2013			
Total Interest Paid in 2013			

Interest Charge Calculation			
Type of Balance	Expiration Date	Annual Percentage Rate (APR)	Balance Subject to Interest Rate
Current Transactions	NA	29.99%(v)	\$0.00
Purchases	NA	29.99%(v)	\$0.00
Transactions on or before 12/16/2011	NA	26.99%(v)	\$0.00
Regular Transactions	NA	26.99%(v)	\$0.00
(v) = Variable rate			
Cardholder News & Information			
Please Note: Enclosed is the Privacy Policy for this account. Please take a moment to read it, then keep it with other financial documents. If you have previously opted-out, you do not need to do so again.			
In order to protect your account privacy, we are unable to provide account information to anyone other than the cardholder(s) or an authorized party. If you wish to permit us to speak to an authorized party such as a spouse about your account, please send written authorization to the General Inquiries address.			

* NOTICE: See reverse side and additional pages (if any) for important information concerning your account.

5302 DEF 1 3 13 130313 2X PAGE 1 of 1 9072 3000 XA08 01C35302

Pay online at gogocapital.com or enclose this coupon with your check. Please use blue or black ink.

Total Minimum Payment Due	Payment Due	New Balance	Account Number
\$578.00	\$0.00	\$0.00	7942

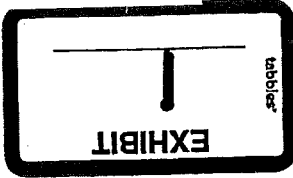
Payment Enclosed: \$

Payment due includes \$ 0.00 post due. Please pay the post due amount PROMPTLY.

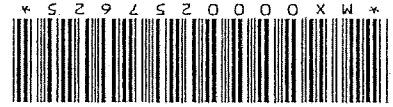
☐ New address or e-mail?
☐ Check the box at left and print changes on back

RHONDA N HALL
JAMES B HALL
PO BOX 621313
CHARLOTTE NC 28262-0121

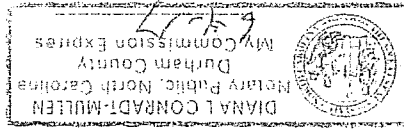
Make Payment to: GE CAPITAL RETAIL BANK
PO BOX 960081
ORLANDO, FL 32886-0081



STATE OF NORTH CAROLINA		MECKLENBURG County		<input type="checkbox"/> Small Claims <input type="checkbox"/> District <input type="checkbox"/> Superior Court Division In The General Court Of Justice	
File No 15CVD1907					
CIVIL BILL OF COSTS		G.S. 7A-305			
PORTFOLIO RECOVERY ASSOCIATES, LLC		RHONDA HALL			
VERSUS		ADVANCE COSTS:			
INITIAL FILING		General Court of Justice Fee			
District: Magistrate \$ 77.55 District: Judge 127.55 Superior: All Civil Cases 177.55 Telephone System Fee 4.00 LAA Fee: All Civil Cases 2.45 Facilities Fee - Magistrate \$12, District \$16, Superior \$16 \$ 2.45		Business Court Designation Fee (21122) \$1,100.00 To:		COUNTER, CROSS CLAIMS, & THIRD PARTY COMPLAINTS: General Court of Justice Fee District: Magistrate \$ 77.55 District: Judge 127.55 Superior: All Civil Cases 177.55 Telephone System Fee 4.00 LAA Fee: All Civil Cases 2.45 Facilities Fee - Magistrate \$12, District \$16, Superior \$16 \$ 2.45	
District Court Magistrate Judge Superior Court Cumulative Total		District Court Magistrate Judge Superior Court Cumulative Total		District Court Magistrate Judge Superior Court Cumulative Total	
\$150.00		\$150.00		\$150.00	
TOTAL ADVANCE COSTS		TOTAL ADVANCE COSTS			
\$1,100.00		\$1,100.00			
ADDITIONAL EXPENSES:		ADDITIONAL EXPENSES:			
Notice Of Hearing Fee - \$20 Alias and Pluries or Endorsement Fee - \$15 Process Fee - \$30 each process To:		Notice Of Hearing Fee - \$20 Alias and Pluries or Endorsement Fee - \$15 Process Fee - \$30 each process To:		Notice Of Hearing Fee - \$20 Alias and Pluries or Endorsement Fee - \$15 Process Fee - \$30 each process To:	
Other Sheriff's Fees - See G.S. 7A-311(e)(3)-(5) To:		Other Sheriff's Fees - See G.S. 7A-311(e)(3)-(5) To:		Other Sheriff's Fees - See G.S. 7A-311(e)(3)-(5) To:	
Witness Fee \$5/day or fraction thereof, plus travel expenses To:		Witness Fee \$5/day or fraction thereof, plus travel expenses To:		Witness Fee \$5/day or fraction thereof, plus travel expenses To:	
Expert Witness Fee - As Set by the Judge To:		Expert Witness Fee - As Set by the Judge To:		Expert Witness Fee - As Set by the Judge To:	
Certified Mail Or Service By Publication Cost To:		Certified Mail Or Service By Publication Cost To:		Certified Mail Or Service By Publication Cost To:	
Transcript - Costs on Appeal To:		Transcript - Costs on Appeal To:		Transcript - Costs on Appeal To:	
Other Fees - As set by the Judge (e.g., GAL fee, interpreter's fee, premium on prosecution bond, costs of blood tests to determine parentage, etc.) To:		Other Fees - As set by the Judge (e.g., GAL fee, interpreter's fee, premium on prosecution bond, costs of blood tests to determine parentage, etc.) To:		Other Fees - As set by the Judge (e.g., GAL fee, interpreter's fee, premium on prosecution bond, costs of blood tests to determine parentage, etc.) To:	
Counsel Fee - As Set by the Judge To:		Counsel Fee - As Set by the Judge To:		Counsel Fee - As Set by the Judge To:	
TOTAL ADDITIONAL COSTS To:		TOTAL ADDITIONAL COSTS To:		TOTAL ADDITIONAL COSTS To:	
TOTAL COSTS AND ADDITIONAL CHARGES To:		TOTAL COSTS AND ADDITIONAL CHARGES To:		TOTAL COSTS AND ADDITIONAL CHARGES To:	
To Be Paid By: <input checked="" type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Per Judgment		To Be Paid By: <input checked="" type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Per Judgment		To Be Paid By: <input checked="" type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Per Judgment	
Date		Date		Date	
Prepared By		Prepared By		Prepared By	
DAVID MANSEAU		DAVID MANSEAU		DAVID MANSEAU	



CCLF-CV-005 (4/2015)



Printed Name of Notary: Diana L. Conradt-Mullen Signature of Notary: (SEAL)

This the 2nd day of July, 2015 My commission expires: 6/4/17

(X) I have personal knowledge of the identity of the affiant, or I have seen satisfactory evidence of the affiant's identity in the form of a current state or federal identification with the affiant's photograph

State of North Carolina County of Durham Sworn to and Subscribed before me this day by: Andrew E. Hoke

NOTARY

DATE/SIGNATURE

Signature of Affiant

I AM UNABLE TO DETERMINE WHETHER OR NOT THE DEFENDANT IS IN MILITARY SERVICE

INABILITY TO DETERMINE MILITARY STATUS

ADDITIONAL FACTS SUPPORTING THE STATEMENT ABOVE ABOUT DEFENDANT'S MILITARY SERVICE

I Have (X) Checked the Department of Defense Manpower Data Center website to determine the defendant's military status. <https://www.dmdc.osd.mil/appf/scra/>
 (X) Requested a written search of the defendant's military status from the Department of Defense Manpower Data Center. [Defense Manpower Data Center, Attn: Military Verification, 1600 Wilson Blvd, Suite 400, Arlington, VA 22209-2593]
 () Attached are the results of that search and/or written response.

MILITARY STATUS OF DEFENDANT

(X) The defendant, (Rhonda Hall) () IS or (X) IS NOT in the military service.

MILITARY SERVICE OF DEFENDANT

I, Andrew E. Hoke being duly sworn, depose and say:

OATH

Defendant(s) Rhonda Hall

Plaintiff(s) Portfolio Recovery Associates, LLC

vs.

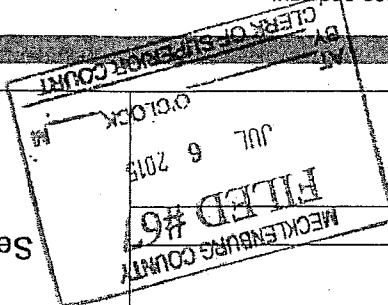
AFFIDAVIT Servicemembers Civil Relief Act 50 U.S.C. App. §§501-597b

(X) Superior () District () Before the Clerk

IN THE GENERAL COURT OF JUSTICE

STATE OF NORTH CAROLINA COUNTY OF Mecklenburg

File No. 15 CVD 1907



Department of Defense Manpower Data Center

Results as of: Jun-18-2015 08:37:23 AM

SCRA 3.0



Status Report
Pursuant to Servicemembers Civil Relief Act

Last Name: HALL

First Name: RHONDA

Middle Name:

Active Duty Status As Of: Jun-18-2015

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individual's active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Mary M. Shavelly-Dixon

Mary M. Shavelly-Dixon, Director
Department of Defense - Manpower Data Center
4800 Mark Center Drive, Suite 04E25
Arlington, VA 22350

File #: 257625

POUNDS EX 0222

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 501 et seq., as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via the "defenselink.mil" URL: <http://www.defenselink.mil/faq/pis/FC09SLDR.html>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 521(c).

This response reflects the following information: (1) The individual's Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

Certificate ID: D81CB8A7X14AXA0

AFFIDAVIT OF SERVICE

PORTFOLIO RECOVERY ASSOCIATES, LLC,

Plaintiff

vs.

RHONDA HALL,

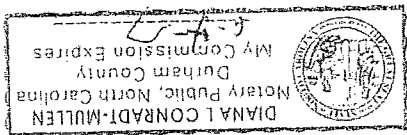
Defendant

Andrew E. Hoke, having sworn or affirmed, deposes and says as follows:

1. He is the Attorney for the Plaintiff in the above-captioned civil action.
2. The Defendant is a resident of Mecklenburg County, North Carolina.
3. A copy of the Alias and Pluries Civil Summons and Complaint was mailed to the Defendant by Certified Mail on or about April 28, 2015, as required by G.S. § 1A-1, Rule 4(b)(1)(c).
4. The Defendant in fact received the copy of the Alias and Pluries Civil Summons and Complaint on or about May 6, 2015, as evidenced by the electronic return receipt, the copy of which is attached hereto.
5. The cost associated with the service by certified mail was \$5.55, which should be taxed as part of the cost of this action.

This the ~~147~~ day of June, 2015.

Andrew E. Hoke



Sworn to or affirmed and acknowledged before me, this the 19th day of June, 2015.

Diana L. Conrad-Mullen, Notary Public

My commission expires: 6/4/17





Date Produced: 05/11/2015

WALZ GROUP:

The following is the delivery information for Certified Mail™/RRE item number 9314 8699 0440 0007 0004 24. Our records indicate that this item was delivered on 05/06/2015 at 11:57 a.m. in CHARLOTTE, NC 28262. The scanned image of the recipient information is provided below.

Signature of Recipient :

Signature	<i>[Handwritten Signature]</i>
Printed Name	Phonda Hall

Address of Recipient :

Delivery Address	10800 Dunnington Ct Cha. 28262
------------------	--------------------------------

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,

United States Postal Service



6/17/2015

Transaction Detail - TrackRight

Transaction Information	
USPS® Service Type: Certified Mail™	
Service Options: N/A	
Tracking Number: 9314 8699 0440 0007 0004 24	
Reference Number: 257625.001	
Mailed By: Client Facility	
Letter Description:	

Recipient	
Address Type: Original	
Rhonda Hall	
10800 Dungarvon Court	
Charlotte, NC 28262	
Fee Information	
USPS® Postage Fees:	\$5.550

Transaction History		
Date	Event Description	Detail
5/11/2015 12:34:37 PM	RRE Event	RRE IMAGE RECEIVED
5/6/2015 11:57:00 AM	USPS® Event	DELIVERED at CHARLOTTE,NC
5/5/2015 7:31:00 AM	USPS® Event	ARRIVAL AT UNIT at CHARLOTTE,NC
5/2/2015 5:25:00 AM	USPS® Event	ARRIVAL AT UNIT at CHARLOTTE,NC
5/1/2015 10:52:00 PM	USPS® Event	PROCESSED THROUGH USPS SORT FACILITY at CHARLOTTE,NC
5/1/2015 12:59:00 PM	USPS® Event	PROCESSED THROUGH USPS SORT FACILITY at CHARLOTTE,NC
4/30/2015 10:02:00 PM	USPS® Event	PROCESSED THROUGH USPS SORT FACILITY at RALEIGH,NC
4/28/2015 4:50:00 PM	USPS® Event	PRE-SHIPMENT INFO SENT TO USPS at TEMECULA,CA
4/28/2015 1:46:00 PM	Walz Event - Imported	Client Import File: "1077_AL_20150428100000004282015SMIFR_3m.txt" Walz Import Batch#: 1000402433
4/28/2015 1:46:00 PM	Walz Event - PrintBatch Created	1 pages, Walz Print Batch#: 1000402433
4/28/2015 10:00:00 AM	Walz Event - Mailbook Created	Walz Mailbook Batch#: 1000367873

Transaction Images		
View/Download	Description	
	Mailbook Image 1000367873.tif	
	RRE Image 1023096358.pdf	

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[Terms of Use](#)

Generated: 6/17/2015 10:09:38 AM

<https://www.cerifiedprotracking.net/Reports/TransactionDetail.aspx>

STATE OF NORTH CAROLINA
 Mecklenburg County
 In The General Court Of Justice
 District ☒ Superior Court Division
 File No 15 CVD 1907

Name Of Plaintiff PORTFOLIO RECOVERY ASSOCIATES, LLC		Address c/o Sessoms & Rogers, P.A.		City, State, Zip P.O. Box 110564 Durham, North Carolina 27709	
Name Of Defendant(s) RHONDA HALL		VERSUS			
Date Original Summons Issued January 30, 2015		Date(s) Subsequent Summons(es) Issued			
To Each Of The Defendant(s) Named Below:					

Name And Address Of Defendant 1 Rhonda Hall 10800 Dungan Court Charlotte, NC 28262		Name And Address Of Defendant 2	
---	--	---------------------------------	--

A Civil Action Has Been Commenced Against You!

You are notified to appear and answer the complaint of the plaintiff as follows:

1. Serve a copy of your written answer to the complaint upon the plaintiff's attorney within thirty (30) days after you have been served. You may serve your answer by delivering a copy to the plaintiff or by mailing it to the plaintiff's last known address, and

2. File the original of the written answer with the Clerk of Superior Court of the county named above.

If you fail to answer the complaint, the plaintiff will apply to the Court for the relief demanded in the complaint.

Name And Address Of Plaintiff's Attorney (If None, Address Of Plaintiff)

Name And Address Of Plaintiff's Attorney (If None, Address Of Plaintiff) Andrew E. Hoke Sessoms & Rogers, P.A. P.O. Box 110564 Durham, North Carolina 27709		Date Issued 1-21-15		Time PM	
Signature <i>[Signature]</i>		Deputy CSC <input type="checkbox"/>		Assistant CSC <input type="checkbox"/>	
Clerk Of Superior Court		Deputy CSC <input type="checkbox"/>		Assistant CSC <input type="checkbox"/>	

☐ ENDORSEMENT (ASSESS FEE)
 This Summons was originally issued on the date indicated above and returned not served. At the request of the plaintiff, the time within which this Summons must be served is extended sixty (60) days.

Date Of Endorsement Time AM <input type="checkbox"/> PM <input type="checkbox"/>		Signature <i>[Signature]</i>		Deputy CSC <input type="checkbox"/>	
Clerk Of Superior Court		Deputy CSC <input type="checkbox"/>		Assistant CSC <input type="checkbox"/>	

NOTE TO PARTIES: Many counties have MANDATORY ARBITRATION programs in which most cases where the amount in controversy is \$15,000 or less are heard by an arbitrator before a trial. The parties will be notified if this case is assigned for mandatory arbitration, and, if so, what procedure is to be followed.

257625.001

AOC-CV-100, Rev. 6/11
 © 2011 Administrative Office of the Courts

(Over)



POUNDS EX 0227

RETURN OF SERVICE

I certify that this Summons and a copy of the complaint were received and served as follows:

DEFENDANT 1	
Date Served	Time Served
	AM PM
Name Of Defendant	

☐ By delivering to the defendant named above a copy of the summons and complaint.

☐ By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.

☐ As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Name And Address Of Person With Whom Copies Left (If corporation, give title of person copies left with)

☐ Other manner of service (specify)

☐ Defendant WAS NOT served for the following reason:

DEFENDANT 2	
Date Served	Time Served
	AM PM
Name Of Defendant	

☐ By delivering to the defendant named above a copy of the summons and complaint.

☐ By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.

☐ As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Name And Address Of Person With Whom Copies Left (If corporation, give title of person copies left with)

☐ Other manner of service (specify)

☐ Defendant WAS NOT served for the following reason:

Service Fee Paid	Signature Of Deputy Sheriff Making Return
\$	Name Of Sheriff (Type Or Print)
Date Received	County Of Sheriff
Date Of Return	

MECKLENBURG COUNTY CLERK OF COURT

V353672 02/02/15 11:48:46

PAYOR: PORTFOLIO RECOVERY ASSOC

PAYEE: HALL, RHONDA

CASE#: 15CV0001907 VCAP:Y

CITAH:

21220 DC-CIVIL FEES 127.55

21221 DC-CV LAA FEES 2.45

24681 JUD TECH & FAC 4.00

22220 CO FAC FEE D CV 16.00

TOTAL PAID 150.00

CO TENDERED 150.00

CHANGE .00

2170 ID C59AL6

Documentation evidencing the complete chain of assignment is attached and incorporated herein as Exhibit B.

6. Notice of intent to file legal action was sent to Defendant at least thirty (30) days prior to the filing of this action.

7. As shown by the attached Exhibits, the Defendant remains lawfully indebted to the Plaintiff in the amount of \$1,626.77. Said amount includes any offsets and credits to which the Defendant is lawfully entitled.

WHEREFORE, the Plaintiff prays the Court as follows:

1. That the Plaintiff have and recover from the Defendant the amount of \$1,626.77.
2. No interest whatsoever.
3. That the Plaintiff further recover from said Defendant all costs of this action.
4. For such other and further relief as the Court may deem just and proper.

This the 24th day of January, 2015.

SESSOMS & ROGERS, P.A.

By: 

Andrew E. Hoke
Attorney for Plaintiff
1822 East NC Highway 54, Suite 200
P.O. Box 110564
Durham, North Carolina 27709
Telephone: (919) 688-1000

AFFIDAVIT

State of Virginia
City of Norfolk ss.

I, the undersigned, Meryl Dreano, Custodian of Records, for Portfolio Recovery Associates, LLC hereby depose, affirm and state as follows:

1. I am competent to testify to the matters contained herein.

2. I am an authorized employee of Portfolio Recovery Associates, LLC, ("Account Assignee") which is doing business at Riverside Commerce Center, 120 Corporate Boulevard, Norfolk, Virginia, and I am authorized to make the statements, representations and averments herein, and do so based upon a review of the business records of the Original Creditor **GE CAPITAL RETAIL BANK/CARE CREDIT** and those records transferred to Account Assignee from **GENERAL ELECTRIC CAPITAL CORP** ("Account Seller"), which have become a part of and have integrated into Account Assignee's business records, in the ordinary course of business.

3. According to the business records, which are maintained in the ordinary course of business, the account, and all proceeds of the account are now owned by the Account Assignee, all of the Account Seller's interest in such account having been sold, assigned and transferred by the Account Seller on 3/26/2013. Further, the Account Assignee has been assigned all of the Account Seller's power and authority to do and perform all acts necessary for the settlement, satisfaction, compromise, collection or adjustment of said account, and the Account Seller has retained no further interest in said account or the proceeds thereof, for any purpose whatsoever.

4. According to the records transferred to the Account Assignee from Account Seller, and maintained in the ordinary course of business by the Account Assignee, there was due and payable from **RHONDA HALL and JAMES B HALL** ("Debtor and Co-Debtor") to the Account Seller the sum of \$1,626.77 with the respect to account number ending in 7942 as of the date of 3/13/2013 with there being no known un-credited payments, counterclaims or offsets against the said debt as of the date of the sale.

5. According to the account records of said Account Assignee, after all known payments, counterclaims, and/or setoffs occurring subsequent to the date of sale, Account Assignee claims the sum of \$1,626.77 as due and owing as of the date of this affidavit.

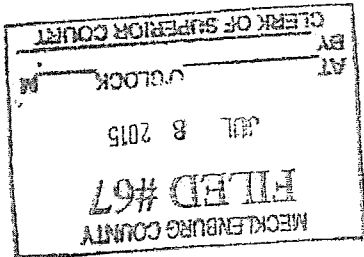
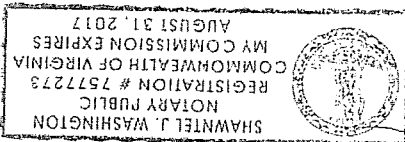
6. Plaintiff believes that the defendant is not a minor or an incompetent individual, and declares that the Defendant is not on active military service of the United States.

Portfolio Recovery Associates, LLC

By: Meryl Dreano, Custodian of Records

Subscribed and sworn to before me on DEC 30 2014

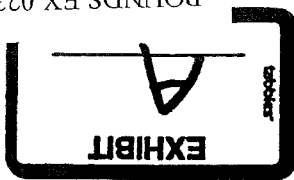
Notary Public



This communication is from a debt collector and is an attempt to collect a debt. Any information obtained will be used for that purpose.

257625.001





Make Payment to: GE CAPITAL RETAIL BANK
P.O. BOX 960061
ORLANDO, FL 32898-0061

RHONDA N HALL
JAMES B HALL
4700 GOOD CT
CARMICHAEL CA 95608-3104

☐ New address or e-mail?
☐ Check the box at left and
print changes on back

Payment Enclosed: \$ 00000000

Total Minimum Payment Due	\$40.00
Payment Due Date	09/08/2012
New Balance	\$1,194.50
Account Number	7942

CareCredit

Pay online at gocapital.com or enclose this coupon with your check. Please use blue or black ink.
PAGE 1 of 5 9072 3000 XA08 01E35302
5302 0000 1 7 13 12016

* NOTICE: See reverse side and additional pages (if any) for important information concerning your account.

Interest Charge Calculation				
Type of Balance	Expiration Date	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	NA	29.99%(v)	\$73.05	\$1.87
Regular Transactions	NA	26.99%(v)	\$1,124.49	\$25.77
(v) = Variable rate				

Trans Date	Post Date	Reference Number	Description	Amount
07/23/2012	07/23/2012	8534812JYF3A9VMX1	PAYMENT - THANK YOU	\$89.00 CR
FEES				
TOTAL FEES FOR THIS PERIOD				\$0.00
INTEREST CHARGED				\$27.64
INTEREST CHARGE ON PURCHASES				\$27.64
TOTAL INTEREST FOR THIS PERIOD				\$27.64
2012 Totals Year-to-Date				
Total Fees Charged in 2012				\$105.00
Total Interest Charged in 2012				\$236.08
Total Interest Paid in 2012				\$432.75

Transaction Summary				
Trans Date	Post Date	Reference Number	Description	Amount
07/23/2012	07/23/2012	8534812JYF3A9VMX1	PAYMENT - THANK YOU	\$89.00 CR
FEES				
TOTAL FEES FOR THIS PERIOD				\$0.00
INTEREST CHARGED				\$27.64
INTEREST CHARGE ON PURCHASES				\$27.64
TOTAL INTEREST FOR THIS PERIOD				\$27.64
2012 Totals Year-to-Date				
Total Fees Charged in 2012				\$105.00
Total Interest Charged in 2012				\$236.08
Total Interest Paid in 2012				\$432.75

CARECREDIT, CORP		GE Money	
Cardholder Name: RHONC JAMES B HALL		Account Number: 7942	
Secondary Name: JAMES B HALL		Statement Closing Date: 08/16/2012	

Payment Information							
New Balance	\$1,194.50						
Total Minimum Payment Due	\$40.00						
Payment Due Date	09/08/2012						
PAYMENT DUE BY 6 P.M. EASTERN ON THE DUE DATE.							
We may convert your payment into an electronic debit. See reverse side.							
Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$35.00.							
Minimum Payment Warning: Making only the Total Minimum Payment Due will increase the amount of interest you pay and the time it takes to repay your balance. For example:							
If you make no additional charges using this card and pay ...							
You will pay off the balance shown paying an estimated total of ...							
And you will end up paying the minimum payment each month you ...							
Only the minimum payment							
3 years							
\$1,760.00							
(Savings = \$887.00)							
If you would like information about credit counseling services, call 1-877-302-8797.							

Cardholder Name: RHONDA N HALL
Secondary Name: JAMES B HALL
Account Number: 7942
Statement Closing Date: 08/16/2012

CARECREDIT . ORB
GE Money

Cardholder Name: RHONDA N HALL
Secondary Name: JAMES B HALL

Account Number: [REDACTED] 7842
Statement Closing Date: 08/16/2012

New Promotional Financing Plans

This notice is to let you know about promotional financing plans that may be available for you when you use your card for future purchases. This is only a summary of key terms. Additional details of promotional financing plans will be provided to you at the time of your transaction. Not all plan periods will be available at every CareCredit provider. For purposes of this notification, your Purchase Annual Percentage Rate ("APR") is 29.99%. If a (v) is shown next to your APR, this APR will vary with the market based on the Prime Rate. Subject to credit approval. Regular account terms apply to non-promotional purchases and, after promotion ends, to promotional purchases.

No Interest If Paid in Full Within Promotional Period
(These can be advertised as Deferred Interest Promotions)
Under this promotion, no interest charges will be assessed if the promotional purchase balance is paid in full within the promotional period. If the promotional purchase balance is not paid in full by the end of the promotional period, interest will be imposed from the date of purchase at the Purchase APR stated above. Minimum monthly payments are required. This promotion may be offered for periods of 6, 12, 18 or 24 months.

Fixed Payment/Reduced APR Promotions
Under this promotion, interest will be assessed on your promotional purchase balance from the purchase date at a promotional APR of 14.90% until paid in full. Fixed monthly payments are required. The fixed monthly payment may be higher than the minimum payment that would be required if the purchase was non-promotional. This promotion may be offered for periods of 24, 36, 48 or 60 months.

Please keep this for your records. If you have any questions, please call us at the Customer Service number shown on your statement.

Cardholder News & Information

In order to protect your account privacy, we are unable to provide account information to anyone other than the cardholder(s) or an authorized party. If you wish to permit us to speak to an authorized party such as a spouse about your account, please send written authorization to the General Inquiries address.

CARECREDIT, -CRB
GE MONEY

Cardholder Name: RHONDA N HALL
Secondary Name: JAMES B HALL
Account Number: 7942
Statement Closing Date: 03/13/2013

Summary of Account Activity	
Previous Balance	\$1,591.77
+ New Purchases	\$0.00
+ Payments	\$0.00
+/- Credits, Fees & Adjustments (incl)	\$1,591.77
+/- Interest Charge (incl)	\$0.00
New Balance	\$0.00
Credit Limit	\$1,500.00
Available Credit	\$0.00
Days in Billing Period	28
Pay online for free at: gocapital.com For GE Capital Retail Bank customer service or to report your card lost or stolen, call 1-888-883-7864. Best times to call are Wednesday - Friday.	
Payment Information	
New Balance	\$0.00
Total Minimum Payment Due	\$0.00
Payment Due Date	03/15/2013
PAYMENT DUE BY 5 P.M. EASTERN ON THE DUE DATE. We may convert your payment into an electronic debit. See reverse side.	
Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$35.00.	

Transaction Summary				
Tran Date	Post Date	Reference Number	Description	Amount
03/13/2013	03/13/2013	F9072002800999990	CHARGE OFF ACCOUNT-PRINCIPALS	\$720.23 CR
03/13/2013	03/13/2013		CHARGE OFF ACCOUNT -FINANCE	\$906.54 CR
03/08/2013	03/08/2013		FEES	\$35.00
03/13/2013	03/13/2013		LATE FEE	\$35.00
TOTAL FEES FOR THIS PERIOD				\$35.00
INTEREST CHARGED				\$0.00
INTEREST CHARGE ON PURCHASES				\$0.00
TOTAL INTEREST FOR THIS PERIOD				\$0.00
2013 Totals Year-to-Date				
Total Fees Charged in 2013				\$105.00
Total Interest Charged in 2013				\$67.25
Total Interest Paid in 2013				\$0.00

Interest Charge Calculation				
Type of Balance	Expiration Date	Annual Percentage Rate (APR)	Balance Subject to Interest	Interest Rate
Current Transactions		NA	29.99%(v)	\$0.00
Purchases		NA	29.99%(v)	\$0.00
Transactions on or before 12/16/2011				
Regular Transactions		NA	26.99%(v)	\$0.00
(v) = Variable rate				

Cardholder News & Information	
Please Note: Enclosed is the Privacy Policy for this account. Please take a moment to read it, then keep it with other financial documents. If you have previously opted-out, you do not need to do so again.	
In order to protect your account privacy, we are unable to provide account information to anyone other than the cardholder(s) or an authorized party. If you wish to permit us to speak to an authorized party such as a spouse about your account, please send written authorization to the General Inquiries address.	

* NOTICE: See reverse side and additional pages (if any) for important information concerning your account.

5302 0001 1 3 13 130313 2 X PAGE 1 of 1 9072 3000 XA08 03E35202

Pay online at gocapital.com or enclose this coupon with your check. Please use blue or black ink.

Total Minimum	Payment Due	Post Due	Amount	Payment Due Date	New	Balance	Account Number
\$578.00	\$0.00	\$0.00		03/15/2013	\$0.00		7942

Payment Enclosed : \$

Payment due includes \$ 0.00 past due. Please pay the past due amount PROMPTLY.

☐ New address or e-mail?
☐ Check the box at left and print changes on back

RHONDA N HALL
JAMES B HALL
PO BOX 621313
CHARLOTTE NC 28262-0121
Make Payment to: GE CAPITAL RETAIL BANK
PO BOX 960061
ORLANDO, FL 32896-0061

POUNDS EX 0236

Customer Service Questions: For account information, please call the toll free number on the front of this statement. Unless your name is listed on this statement, your access to information on the account may be limited. You may also mail questions (but not payments) to: P.O. Box 981127, El Paso, TX 79998-1127. Please include your account number on any correspondence you send to us. Payments: Send payments to the address listed on the remittance coupon portion of this statement or pay online at www.gemoney.com. Overnight Payments: payments cannot be made in person, mail payments to: GE Money Bank, 140 Weyka Springs Road, Longwood, FL 32779. Notice: See below for your Billing Rights and other important information. Telephone banking information will not preserve your rights under federal law. To preserve your rights, please write to our Billing Rights Address: P.O. Box 981438, El Paso, TX 79998-1438. Purchases, returns and payments made just prior to billing date may not appear until next month's statement. We reserve the right to obtain payment electronically for any check or other instrument that you send to us by initiating a debit to your bank. Your amount of your check or instrument will not be returned to you by us or your bank. Your bank account may be debited as early as the same day we receive your payment. In your own envelope - not the enclosed remittance envelope, addressed to: P.O. Box 530960, Atlanta, GA 30353-0960 and not the payment address.

What To Do If You Find A Mistake On Your Statement: If you think there is an error on your statement, write to us at: GE Money Bank, P.O. Box 981438, El Paso, TX 79998-1438. In your letter give us the following information: • account information; your name and account number. • Dollar amount: The dollar amount of the suspected error. • Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. While we investigate whether or not there has been an error, the following are true: • We cannot try to collect the amount in question. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. While we investigate whether or not there has been an error, the following are true: • We cannot try to collect the amount in question or report you as delinquent on that amount. • The change in question may remain on your statement and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount. • While you do not have to pay the amount in question, you are responsible for the remainder of your balance. • We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases: If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true: (1) The purchase must be less than \$50. (2) The purchase must be made in your home state or within 100 miles of your current mailing address, and the purchase price must have been made in your home state or necessary. If your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services. (3) You must have used your credit card for the purchase. Purchases made with cash advances from a credit card are not eligible for this right. (4) You must not have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: P.O. Box 981438, El Paso, TX 79998-1438. While we investigate, the same rules apply to the disputed amount and you do not pay we may report you as delinquent. We will let you know our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent. Information about Payments: You may pay more than the Total Minimum Payment at any time. Payments received after 5:00 PM (ET) on any day will be credited as of the next day. Credit to your account may be delayed up to five days if payment (a) is not received by the payment address (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S. (c) is not accompanied by the remittance coupon attached to your statement, (d) contains more than one payment or remittance coupon, (e) is not received in the remittance envelope provided or (f) includes staples, paper clips, tape, a folded check or correspondence of any type. Conditions: Payments: All written communications concerning disputed amounts, including any check or other payment instrument that (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount, or (ii) is rendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at P.O. Box 981438, El Paso, TX 79998-1438. Credits to Your Account: An amount shown with a Credit to the amount is a credit or credit balance unless otherwise indicated. Credit will be applied to your previous balance immediately upon receipt, but will not satisfy any required payment that may be due. Telephone Monitor/ing: For quality control purposes, you permit us to listen to or record telephone calls between you and us. Credit Reports and Account Information: If you believe that we may have reported inaccurate information about you to consumer reporting agencies, please contact us at P.O. Box 981438, El Paso, TX 79998-1438. In doing so, please identify the inaccurate information, include a copy of that report. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Variable Rate Information: If any of your ARRs are variable, that ARR will vary with the market based on the Prime Rate. How Long Will the Penalty Rate Apply? If your ARRs are variable, they will increase because you made a late payment, the Penalty ARR will apply until you make six consecutive minimum payments when due. How We Calculate Interest: We use a method called "daily balance". During billing cycles in which interest is charged, for each balance type on your account we figure the interest charge on your account by applying the period rate to the "daily balance" of your account for each day in the billing cycle. A separate daily balance will be calculated for the following balance types, as applicable: purchases, cash advances and other balances that are subject to different interest rates, plans or special promotions. First, we determine the "daily balance". To determine the daily balance, we take the beginning balance each day, add any new charges and fees posted that day, and subtract any payments and credits posted that day. This gives us the daily balance. Second, we calculate the amount of interest charged. To do this, we multiply the applicable daily rate by each daily balance on your account. Third, we add the interest amount to the daily balance, and the sum will become the beginning balance for the following day. Your interest charge for the billing cycle is the sum of the interest amounts that were charged each day during the billing cycle for each balance type. Your due date is at least 23 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers, if applicable, on the transaction date. Bankruptcy Notice: If you file bankruptcy you must send us notice, including account number and all information related to the proceeding to the following address: GE Money Bank, Attn: Bankruptcy Dept., P.O. Box 103108, Roswell, GA 30076. Your account is owned and serviced by GE Money Bank. For complete terms and conditions of your account, consult your Credit Card Agreement.

Hearing Impaired: TDD users call 1-877-448-6512

01ES302-8-06/22/10

Use of Information About You and Your Account: Our Privacy Policy describes our collection and disclosure of information about you and your account. If you would like another copy of the Privacy Policy, please call us at the customer service telephone number indicated on the front of this statement. This is an attempt to collect a debt and any information obtained will be used for that purpose. By providing a telephone number on my account, I consent to GE Money Bank and any other owner or servicer of my account my automatic telephone dialing system and/or an artificial or recorded voice when contacting me, even if I am charged for the call under my phone plan. For changes of address, phone number and/or email, please check the box and print the changes below or visit us online at www.gemoney.com.

Name _____
Street _____
City, St., Zip _____
Phone # _____
Email _____
Business Phone # _____
Cell Phone or Other Phone # _____
Home Phone # _____
We can call to contact you _____
Email Address _____

By providing your email address, you agree to receive email communication about your account and also give permission for us to provide your email address to the dealer merchant from whom you are purchasing your card.



GE Capital

PRA PSCC Fresh - March 2013

For value received and in further consideration of the mutual covenants and conditions set forth in the Forward Flow Receivables Purchase Agreement (the "Agreement"), dated as of this 13th day of December, 2012 by and between General Electric Capital Corporation, GE Capital Retail Bank, GEMB Lending, Inc., Monogram Credit Services, L.L.C., RFS Holding, L.L.C., and GEM Holding, L.L.C. (collectively "Seller") and Portfolio Recovery Associates, LLC ("Buyer"), Seller hereby transfers, sells, conveys, grants, and delivers to Buyer, its successors and assigns, without recourse except as set forth in the Agreement, to the extent of its ownership, the Receivables as set forth in the Notification Files (as defined in the Agreement), delivered by Seller to Buyer on March 26, 2013, and as further described in the Agreement.

GE Capital Retail Bank

By: [Signature]

Glenn Marino

Title: EVP

Date: 4-25-13

General Electric Capital Corporation

By: [Signature]

Glenn Marino

Title: Vice President

Date: 4-25-13

GEMB Lending, Inc.

By: [Signature]

Stephen Motta

Title: Director

Date: _____

Monogram Credit Services, L.L.C.

By: [Signature]

Glenn Marino

Title: President

Date: 4-25-13

RFS Holding, L.L.C.

By: [Signature]

Joseph Kessa

Title: CFO

Date: _____

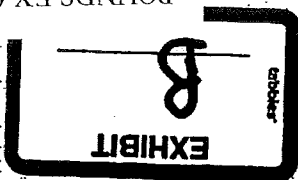
GEM Holding, L.L.C.

By: [Signature]

Joseph Kessa

Title: CFO

Date: _____



For value received and in further consideration of the mutual covenants and conditions set forth in the Forward Flow Receivables Purchase Agreement (the "Agreement"), dated as of this 13th day of December, 2012, by and between General Electric Capital Corporation, GE Capital Retail Bank, GEMB Lending, Inc., Monogram Credit Services, L.L.C., RFS Holding, L.L.C., and GEM Holding, L.L.C. (collectively "Seller"), and Portfolio Recovery Associates, LLC ("Buyer"), Seller hereby transfers, sells, conveys, grants, and delivers to Buyer, its successors and assigns, without recourse except as set forth in the Agreement, to the extent of its ownership, the Receivables as set forth in the Notification Files (as defined in the Agreement), delivered by Seller to Buyer on March 26, 2013, and as further described in the Agreement.

PRA PSOC Fresh - March 2013

GE Capital



GE Capital Retail Bank

By: _____

Glenn Marino

Title: EVP

Date: _____

General Electric Capital Corporation

By: _____

Glenn Marino

Title: Vice President

Date: _____

GEMB Lending, Inc.

By: _____

Stephen Motta

Title: Director

Date: _____

GEM Holding, L.L.C.

By: _____

Joseph Kessa

Title: CFO

Date: _____

RFS Holding, L.L.C.

By: _____

Joseph Kessa

Title: CFO

Date: _____

Monogram Credit Services, L.L.C.

By: _____

Glenn Marino

Title: President

Date: _____



GE Capital

PRA PLCC Fresh - March 2013

For value received and in further consideration of the mutual covenants and conditions set forth in the Forward Flow Receivables Purchase Agreement (the "Agreement"), dated as of this 13th day of December, 2012 by and between General Electric Capital Corporation, GE Capital Retail Bank, GEMB Lending, Inc., Monogram Credit Services, L.L.C., RFS Holding, L.L.C., and GEM Holding, L.L.C. (collectively "Seller") and Portfolio Recovery Associates, LLC ("Buyer"), Seller hereby transfers, sells, conveys, grants, and delivers to Buyer, its successors and assigns, without recourse except as set forth in the Agreement, to the extent of its ownership, the Receivables as set forth in the Notification Files (as defined in the Agreement), delivered by Seller to Buyer on March 26, 2013, and as further described in the Agreement.

GE Capital Retail Bank

Monogram Credit Services, L.L.C.

By: Glenn Marino
Title: EVP
Date: _____

By: Glenn Marino
Title: President
Date: _____

General Electric Capital Corporation
By: Glenn Marino
Title: Vice President
Date: _____

RFS Holding, L.L.C.
By: Joseph Reza
Title: CFO
Date: 4-22-13

GEMB Lending, Inc.
By: Stephen Motta
Title: Director
Date: _____

GEM Holding, L.L.C.
By: Joseph Reza
Title: CFO
Date: 4-22-13

AFFIDAVIT OF SALE
OF ACCOUNT
BY ORIGINAL CREDITOR

State of Minnesota County of Ramsey

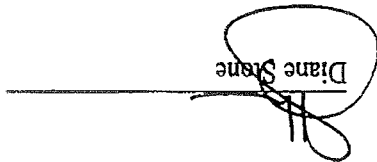
Diane Stone being duly sworn, deposes and says:

I am over 18 and not a party of this action. I am a Collections Operations Representative of GE Capital Retail Bank. In that position I have access to creditor's books and records, and am aware of the process of the sale and assignment of electronically stored business records.

On or about 3/26/2013 GE Capital Retail Bank (formally known as GE Money Bank) sold a pool of charge-off accounts (the Accounts) by a Purchase and Sale Agreement and a Bill of Sale to Portfolio Recovery Associates, LLC. As part of the sale of the Accounts, electronic records and other records were transferred on individual Accounts to the debt buyer. These records were kept in the ordinary course of business of GE Capital Retail Bank.

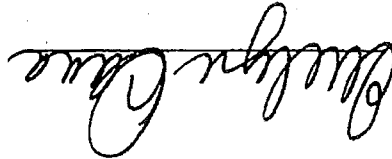
The Creditor has a process to detect and correct errors on these accounts. The above statements are true to the best of my knowledge.

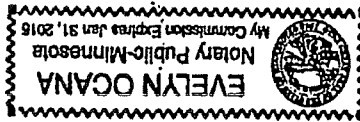
Signed this 12th day of April, 2013


Diane Stone

Signed and sworn to before me this 12th day of April, 2013 by Evelyn Ocana.

(Notary Stamp)





BLANKET CERTIFICATE OF CONFORMITY FOR NOTARY EVELYN OCANA

I, Brett Rouleau, an attorney-at-law admitted to practice in the State of Minnesota and fully acquainted with the laws of the State of Minnesota do hereby certify that I am duly qualified to make this certificate of conformity and that the acknowledgment or proof upon the affidavits of merit were taken by Evelyn Ocana, a notary public in the State of Minnesota, in the manner prescribed by the laws of the State of Minnesota and confirms to the laws thereof in all respects.

IN WITNESS WHEREOF, I have hereunto set my signature, on April 12, 2013.



Brett Rouleau

Attorney at Law, State of Minnesota

ACCTNUM	7942
MKR_FN	RHONDA
MKR_LN	HALL
CMFNY_NAME	
MKR_TAXID	9371
MKR_AD1	PO BOX 621313
MKR_AD2	
MKR_AD3	
MKR_CITY	CHARLOTTE
MKR_ST	NC
MKR_ZIP	28262-0121
MKR_HP	9164897751
MKR_WP	0000000000
MKR_BARDATE	0
MKR_BKCHAP	
MKR_CASENUM	
MKR_DISCHDTE	0
MKR_DISMSDTE	0
MKR_BKMEETDTE	0
MKR_BKCOURT	
MKR_BKFILEDT	0
EOCA	2
OPENDATE	20071206
CHGOFF_DATE	20130313
RMSLASTPMT	20120723
LASTPMTAMT	89
BRANCH	CPDE
DOFD	20120914
CHGOFFCODE	UNPY
LOSSAMT	1626.77
CURBAL	1626.77
RMSFILENUM	69511280
ACCTSTS	SF5
STDESC	Sales - Final - Primary Random Sale
JDGDTE	0
OFF_CODE	CCI237
OFF_DESC	Care Credit Dental
BCLE	0181
BCLE_DESC	Retail Bank
BUYERCODE	X535
INT_RATE	29.99
NET_COSTS	0
NET_INTEREST	906.54
NET_PRINCIPAL	720.23
PRINC_LOSS	720.23

ASSOC_COSTS	0
ACCRD_INT	906.54
LASTPURCHDT	20110224
CMKR_FN	JAMES B
CMKR_LN	HALL
CMKR_TAXID	██████████ 3592
CMKR_ADDR1	PO BOX 621313
CMKR_ADDR2	
CMKR_CITY	CHARLOTTE
CMKR_STATE	NC
CMKR_ZIP	28262-0121
CMKR_LIABLE	Y
MKR_DOB	██████████

NOTE: All filings in civil actions shall include as the first page of the filing a cover sheet summarizing the critical elements of the filing in a format prescribed by the Administrative Office of the Courts, and the Clerk of Superior Court shall require a party to refile a filing which does not include the required cover sheet. For subsequent filings in civil actions, the filing party must either include a General Civil (AOC-CV-751), Motion (AOC-CV-752) or Court Action (AOC-CV-753) cover sheet. AOC-CV-751, Rev. 6/11. © 2011 Administrative Office of the Courts

STATE OF NORTH CAROLINA
 Mecklenburg County
 FILED
 15 CVD 1907
 File No.

In The General Court Of Justice
☒ District ☐ Superior Court Division

Name Of Plaintiff PORKFOLIO RECOVERY ASSOCIATES, LLC		Address c/o Sessoms & Rogers, P.A.		City, State, Zip Durham, North Carolina 27709	
Name Of Defendant(s) RHONDA HALL		Date Original Summons Issued G.S. 1A-1, Rules 3.4		Date(s) Subsequent Summons(es) Issued	

To Each Of The Defendant(s) Named Below:

Name And Address Of Defendant 1 Rhonda Hall 10800 Dungan Court Charlotte, NC 28262		Name And Address Of Defendant 2	
---	--	---------------------------------	--

A Civil Action Has Been Commenced Against You!

You are notified to appear and answer the complaint of the plaintiff as follows:

1. Serve a copy of your written answer to the complaint upon the plaintiff or plaintiff's attorney within thirty (30) days after you have been served. You may serve your answer by delivering a copy to the plaintiff or by mailing it to the plaintiff's last known address, and

2. File the original of the written answer with the Clerk of Superior Court of the county named above.

If you fail to answer the complaint, the plaintiff will apply to the Court for the relief demanded in the complaint.

Name And Address Of Plaintiff's Attorney (If None, Address Of Plaintiff) Andrew E. Hoke Sessoms & Rogers, P.A. P.O. Box 110564 Durham, North Carolina 27709		Date Issued 1-30-15		Time 12:47	
Signature <i>Andrew E. Hoke</i>		Deputy CSC <input checked="" type="checkbox"/>		Assistant CSC <input type="checkbox"/>	
		Clerk Of Superior Court <input type="checkbox"/>			

Date Of Endorsement		Time		AM <input type="checkbox"/> PM <input type="checkbox"/>	
Signature		Deputy CSC <input type="checkbox"/>		Assistant CSC <input type="checkbox"/>	
		Clerk Of Superior Court <input type="checkbox"/>			

☐ ENDORSEMENT (ASSESS FEE)

This Summons was originally issued on the date indicated above and returned not served. At the request of the plaintiff, the time within which this Summons must be served is extended sixty (60) days.

NOTE TO PARTIES: Many counties have MANDATORY ARBITRATION programs in which most cases where the amount in controversy is \$15,000 or less are heard by an arbitrator before a trial. The parties will be notified if this case is assigned for mandatory arbitration, and, if so, what procedure is to be followed.

257625.001

AOC-CV-100, Rev. 6/11

© 2011 Administrative Office of the Courts

(Over)



POUNDS EX 0246

Service Fee Paid \$		Date Received	Date Of Return
Signature Of Deputy Sheriff (Type Of Return)		Name Of Sheriff (Type Of Return)	County Of Sheriff
S. Stewman - X1521		Irwin Carmichael	Mecklenburg

2/3/15
3/4/15

☐ Defendant WAS NOT served for the following reason:

☐ Other manner of service (specify)

Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)

- ☐ By delivering to the defendant named above a copy of the summons and complaint.
- ☐ By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- ☐ As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Date Served	Time Served	Name Of Defendant
	<input type="checkbox"/> AM <input type="checkbox"/> PM	

☒ Defendant WAS NOT served for the following reason:
Someone locked through blinds but refused to open door.

☐ Other manner of service (specify)

Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)

- ☐ By delivering to the defendant named above a copy of the summons and complaint.
- ☐ By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- ☐ As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Date Served	Time Served	Name Of Defendant
	<input type="checkbox"/> AM <input type="checkbox"/> PM	Rhonda Hall

I certify that this Summons and a copy of the complaint were received and served as follows:

RETURN OF SERVICE

POUNDS EX 0248

STATE OF NORTH CAROLINA		Mecklenburg County	
In The General Court Of Justice		District <input checked="" type="checkbox"/> Superior Court Division	
File No. 15 CVD 1907		SERVICE BY CERTIFIED MAIL	
CIVIL SUMMONS		<input checked="" type="checkbox"/> ALIAS AND PLURIES SUMMONS (ASSESS FEE)	
G.S. 1A-1, Rules 3, 4		Date Original Summons Issued	
January 30, 2015		Date(s) Subsequent Summons Issued	
Name Of Plaintiff		Name Of Defendant(s) Named Below:	
PORTFOLIO RECOVERY ASSOCIATES, LLC		Rhonda Hall	
Address c/o		Name And Address Of Defendant 1	
Sessions & Rogers, P.A.		Rhonda Hall	
Attorneys for Plaintiff		10800 Dunganvon Court	
P.O. Box 110564		Charlotte, NC 28262	
City, State, Zip		Durham, North Carolina 27709	
VERSUS		Name And Address Of Plaintiff's Attorney (If None, Address Of Plaintiff)	
Sessions & Rogers, P.A.		Andrew E. Hoke	
Attorneys for Plaintiff		Sessions & Rogers, P.A.	
P.O. Box 110564		P.O. Box 110564	
Durham, North Carolina 27709		Durham, North Carolina 27709	
<p>1. Serve a copy of your written answer to the complaint upon the plaintiff's attorney within thirty (30) days after you have been served. You may serve your answer by delivering a copy to the plaintiff or by mailing it to the plaintiff's last known address, and</p> <p>2. File the original of the written answer with the Clerk of Superior Court of the county named above.</p> <p>If you fail to answer the complaint, the plaintiff will apply to the Court for the relief demanded in the complaint.</p>			
Date Issued		Signature	
4-21-15		[Signature]	
Time		Date Of Endorsement	
AM <input type="checkbox"/> PM <input type="checkbox"/>		AM <input type="checkbox"/> PM <input type="checkbox"/>	
Signature		Signature	
Deputy CSC <input type="checkbox"/> Assistant CSC <input type="checkbox"/> Clerk Of Superior Court <input type="checkbox"/>		Deputy CSC <input type="checkbox"/> Assistant CSC <input type="checkbox"/> Clerk Of Superior Court <input type="checkbox"/>	
<p>ENDORSEMENT (ASSESS FEE)</p> <p>This Summons was originally issued on the date indicated above and returned not served. At the request of the plaintiff, the time within which this Summons must be served is extended sixty (60) days.</p>			
<p>NOTE TO PARTIES: Many counties have MANDATORY ARBITRATION programs in which most cases where the amount in controversy is \$15,000 or less are heard by an arbitrator before a trial. The parties will be notified if this case is assigned for mandatory arbitration, and, if so, what procedure is to be followed.</p>			
AOC-CV-100, Rev. 6/11 © 2011 Administrative Office of the Courts 257625.001			

(Over)



MECKLENBURG COUNTY CLERK OF COURT
 @ 2011 Administrative Office of the Courts
 AOC-CV-100, Side Two, Rev. 0/11
 N354807 04/22/15 10:14:11

PAYOR: PORTFOLIO RECOVERY ASSOC
 PAYEE: HALL, RHONDA
 CASE#: 15CV0001007 VCAP:Y
 CITAH:

21455 A&P/ENDORSE FEE 15.00

Signature Of Deputy Sheriff Making Return	Service Fee Paid
Name Of Sheriff (Type Or Print)	CHARGE
County Of Sheriff	DATE RECEIVED
	TOTAL PAID

☐ Defendant WAS NOT served for the following reason:

☐ Other manner of service (specify)

Name And Address Of Person With Whom Copies Left (If corporation, give title of person copies left with)

- As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.
- ☐ By delivering to the defendant named above a copy of the summons and complaint.
- ☐ By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- ☐ As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Date Served	Time Served	Name Of Defendant
	AM <input type="checkbox"/> PM <input type="checkbox"/>	DEFENDANT 2

☐ Defendant WAS NOT served for the following reason:

☐ Other manner of service (specify)

Name And Address Of Person With Whom Copies Left (If corporation, give title of person copies left with)

- As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.
- ☐ By delivering to the defendant named above a copy of the summons and complaint.
- ☐ By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- ☐ As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Date Served	Time Served	Name Of Defendant
	AM <input type="checkbox"/> PM <input type="checkbox"/>	DEFENDANT 1

I certify that this Summons and a copy of the complaint were received and served as follows:

RETURN OF SERVICE

STATE OF NORTH CAROLINA	
Mecklenburg County	
Name of Plaintiff PORTFOLIO RECOVERY ASSOCIATES, LLC	
Name of Defendant PIA N. TOWNES	
VERSUS	
NOTICE OF RIGHT TO HAVE EXEMPTIONS DESIGNATED G.S. 1C-1603	
TO: Name And Address Of Judgment Debtor: Pia N. Townes 1640 Crawford Drive Charlotte NC 28216	
TO: Name And Address Of Judgment Debtor: Charlotte NC 28216	
NOTE: Attach a copy of AOC-CV-407 if the judgment was filed before 1/1/06. For judgments filed after 1/1/06, attach AOC-CV-416.	

A judgment has been entered against you in the case captioned above in which you have been ordered to pay money over to the judgment creditor.

☐ I am over various household belongings to the judgment creditor.

The judgment creditor (person who has the judgment against you) is now seeking to collect this judgment and has asked me to give you notice of your rights. Under the Constitution and laws of North Carolina, you have the right to exempt from the collection of the judgment certain of your property (in other words, to keep it from being taken from you). If you wish to keep your exempt property, you must fill out the attached Motion to Claim Exempt Property and mail or take it to the Clerk of Superior Court at the address listed below. You MUST also mail or take a copy to the judgment creditor at the address listed below. The law gives you another option of requesting, in writing, a hearing before the Clerk to claim your exemptions. If you make a written request for a hearing, you will be notified of the time and place of the hearing when you may claim your exemptions.

It is important that you respond to this Notice no later than twenty (20) days after it was served on you because you will lose valuable statutory rights if you do nothing. If you do not respond, you will give up your right to statutory exemptions and the judgment creditor may be able to take any or all of your property to satisfy the judgment. You have certain constitutional rights you may claim if you give up your statutory rights. You may wish to consider hiring an attorney to help you with this proceeding to make certain that you receive all the protections to which you are entitled.

NOTICE TO JUDGMENT DEBTOR: THERE ARE CERTAIN EXEMPTIONS UNDER STATE AND FEDERAL LAW THAT YOU ARE ENTITLED TO CLAIM IN ADDITION TO THE EXEMPTIONS LISTED IN THE MOTION TO CLAIM EXEMPT PROPERTY THAT IS ENCLOSED WITH THIS NOTICE. These exemptions may include social security, unemployment, and workers' compensation benefits and earnings for your personal services rendered within the last 60 days. There is available to you a prompt procedure for challenging an attachment of levy on your property.

Name And Address Of Judgment Creditor Or Attorney Chelsae E. Uhlman Scossom & Rogers, P.A. P.O. Box 110564 Durham, North Carolina 27709	
Telephone No. (919) 688-1000	
Clerk of Superior Court Mecklenburg County Courthouse Charlotte, North Carolina 28237	
Address Of The Clerk Of Superior Court <input type="checkbox"/> Deputy CSC <input type="checkbox"/> Assistant CSC <input type="checkbox"/> Clerk Of Superior Court	

NOTICE TO THE JUDGMENT CREDITOR:

You may serve this Notice and the Motion to Claim Exempt Property by mailing a copy of each, registered or certified mail, return receipt requested, addressed to the judgment debtor. To prove service, you must file an affidavit (notarized by a notary public) with the Clerk asserting that (1) a copy of the Notice of Rights and Motion to Claim Exempt Property was deposited in the post office for mailing by registered or certified mail, return receipt requested; (2) it was in fact received as evidenced by the attached registry receipt or other evidence of delivery; and (3) the genuine receipt or other evidence of delivery is attached. You must attach the post office delivery receipt to the affidavit. Alternatively, you may choose to have this Notice and the Motion served by the sheriff. If you select this method, you must pay a service fee. If your attempted service by certified or registered mail or personal service by the sheriff fails, you may then serve the judgment debtor by mailing a copy of Notice and Motion to the judgment debtor at his/her last known address. To prove service, you must file a certificate with the Clerk that the notice and motion were served indicating why you used such service, the date the notice was mailed and the address to which it was mailed. Remember, you may NOT use service by regular first class mail until you have tried first to serve the judgment debtor personally or by certified or registered mail and such service was unsuccessful.

AOC-CV-406, Rev. 2/08
 © 2006 Administrative Office of the Courts

(Over)

EXHIBIT

11

POUNDS EX 0250

RETURN OF SERVICE

I certify that this Notice and a copy of a Motion to Claim Exempt Property were received and served as follows:

JUDGMENT DEBTOR 1

Date Served 10/21/15 Time Served 1319 ☐ AM ☒ PM
 Name Of Judgment Debtor 1 Pia Toms

☐ By delivering to the judgment debtor named above a copy of this Notice and Motion To Claim Exempt Property.

☒ By leaving a copy of this Notice and Motion To Claim Exempt Property at the dwelling house or usual place of abode of the judgment debtor named above with a person of suitable age and discretion then residing therein.

Name And Address Of Person With Whom Copies Left

Mother - 1640 Crawford Dr.

☐ Other Manner Of Service (specify)

☐ Judgment debtor WAS NOT served for the following reason:

Service Fee Paid \$
 Date Received 10/8/15 Date Of Return 10/21/15
 Name Of Sheriff (Type Or Print) Tawin Cummings
 County meek
 Signature Of Deputy Sheriff Making Return N. Davis 808

JUDGMENT DEBTOR 2

Date Served _____ Time Served ☐ AM ☐ PM
 Name Of Judgment Debtor 2 _____

☐ By delivering to the judgment debtor named above a copy of this Notice and Motion To Claim Exempt Property.

☐ By leaving a copy of this Notice and Motion To Claim Exempt Property at the dwelling house or usual place of abode of the judgment debtor named above with a person of suitable age and discretion then residing therein.

Name And Address Of Person With Whom Copies Left

☐ Other Manner Of Service (specify)

☐ Judgment debtor WAS NOT served for the following reason:

Service Fee Paid \$
 Date Received _____ Date Of Return _____
 Name Of Sheriff _____
 County _____
 Signature Of Deputy Sheriff Making Return _____

FILED
2015 APR 20 PM 3:26
IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION
HECKLENDURG CO. 0500
15 CIV 1909

**LEAD DOCUMENT FOR
SCANNING
AUDIT TRAIL**

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG
DISTRICT COURT DIVISION
IN THE GENERAL COURT OF JUSTICE

15 CVD 1909

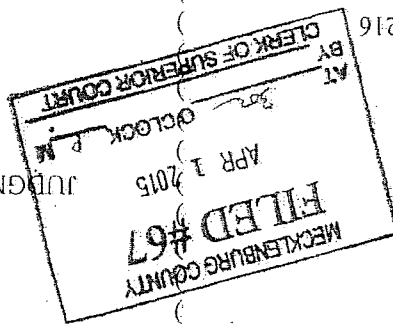
PORTFOLIO RECOVERY ASSOCIATES, LLC,)
)

Plaintiff

VS.

JUDGMENT BY DEFAULT

[DEF]



PIA N. TOWNES,
1640 Crawford Drive
Charlotte, North Carolina 28216

Defendant

THIS CAUSE came on to be heard before the undersigned Clerk of Superior Court of Mecklenburg County, North Carolina, upon motion by the plaintiff for the Entry of Default Judgment against the Defendant, pursuant to the provisions of G.S. § 1A-1, Rule 55; and

IT APPEARED TO THE COURT and the Court entered the following findings of fact and conclusions of law:

1. The plaintiff initiated this action against the Defendant on January 30, 2015.
2. The defendant is a resident of Mecklenburg County, North Carolina, and is therefore subject to the jurisdiction of this Court, pursuant to the provisions of G.S. § 1-75.4(1).
3. Service of process was properly obtained by serving copies of the summons and complaint upon the Defendant on or about February 6, 2015, in compliance with the requirements of G.S. § 1A-1, Rule 4(j)(1).
4. This is an action for a sum certain or a sum which can by computation be made certain, and the Court has jurisdiction over the parties and the subject matter of this action.
5. The Defendant is neither an infant nor an incompetent person, nor in military service, nor under any other legal disability.

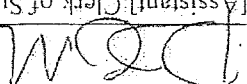
6. More than thirty (30) days have passed since service was had upon the Defendant, and the time allowed for the Defendant to respond to the complaint has expired. No answer or other pleading of any nature has been filed by the defendant, nor has the defendant made any appearance before the Court so as to be entitled to notice of this motion.

7. Default was entered against the Defendant, pursuant to G.S. § 1A-1, Rule 55(a).
 8. The defendant is lawfully indebted to the plaintiff in the principal sum of \$1,866.90, and said sum has been outstanding since December 31, 2012.

IT IS NOW, THEREFORE, ORDERED, ADJUDGED AND DECREED, pursuant to the provisions of G.S. § 1A-1, Rule 55, as follows:

1. That the plaintiff have and recover from the defendant the principal sum of \$1,866.90.
2. That the plaintiff further have and recover from said defendant no interest whatsoever.
3. That the plaintiff further recover from said defendant the costs of this action.

This the 1 day of March, 2015.


 [Assistant] Clerk of Superior Court

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG
IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION

15 CVD 1909

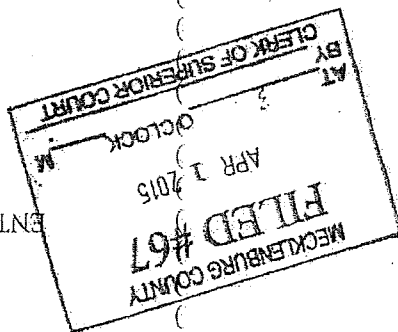
PORTFOLIO RECOVERY ASSOCIATES, LLC,)
)

Plaintiff

VS.

PIA N. TOWNES,

Defendant



ENTRY OF DEFAULT
[EODF]

THIS CAUSE came on to be heard before the undersigned upon motion by the plaintiff for an Entry of Default against the Defendant pursuant to the provisions of G.S. § 1A-1, Rule 55(a); and IT APPEARED TO THE COURT and the Court entered the following findings of fact and conclusions of law:

1. The defendant is a resident of Mecklenburg County, North Carolina, and is therefore subject to the jurisdiction of this Court, pursuant to the provisions of G.S. § 1-75.4 (1).
2. The plaintiff initiated this action against the Defendant on January 30, 2015. Service of process was properly obtained by serving copies of the summons and complaint upon the Defendant on or about February 6, 2015, in compliance with the requirements of G.S. § 1A-1, Rule 4(g)(1).
3. No answer or other pleading of any nature has been filed by the Defendant, nor has the Defendant appeared before the Court in any manner, and the time allowed for the Defendant to answer, plead or otherwise appear has expired.

IT IS NOW, THEREFORE, ORDERED that default be, and is hereby entered against the Defendant, pursuant to the provisions of G.S. § 1A-1, Rule 55(a).

This the 1 day of March, 2015.

APP

[Assistant] Clerk of Superior Court

DSM

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG
IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION

15 CVD 1909

2015

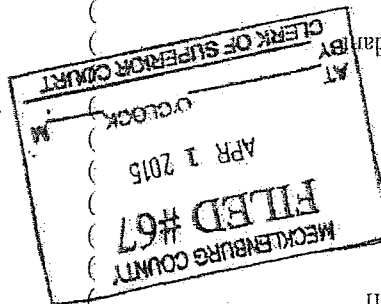
AFFIDAVIT and MOTION

for

ENTRY OF DEFAULT and

JUDGMENT BY DEFAULT

[EODF & DEFJ]



Plaintiff

PORTFOLIO RECOVERY ASSOCIATES, LLC,)

vs.

PIA N. TOWNES,

Chelsa E. Uhlman, having sworn or affirmed, deposes and says as follows:

1. She is the attorney for the plaintiff in the above-captioned civil action.
2. The plaintiff is duly licensed as a collection agency in North Carolina by the Department of Insurance and has been issued permit number 4132.

3. The defendant is a resident of, or is domiciled within, the state of North Carolina, and is therefore subject to the jurisdiction of this Court pursuant to the provisions of G.S. § 1-75.4 (1).
4. Service of process in this case was obtained by serving copies of the summons and complaint upon said Defendant on or about February 6, 2015, as shown on the return of service filed herein, as required by G.S. § 1A-1, Rule 4(j)(1).

5. More than thirty (30) days have passed since service was had upon the Defendant, and the time allowed for the Defendant to respond to the complaint has expired. No answer or other pleading of any nature has been filed by the defendant, nor has the defendant made any appearance before the Court so as to be entitled to notice of this motion.
6. The plaintiff instituted this action against the Defendant for a sum certain or a sum which could by computation be made certain on or about January 30, 2015.

7. As evidenced by the attached Affidavit of Account, the defendant is in default under the provisions of the credit agreement entered into by said Defendant, and the defendant is still indebted to the plaintiff thereunder in the principal sum of \$1,866.90 and the costs of this action. The amount due to the plaintiff from the Defendant as set forth herein and in the attached Affidavit of Account is correct in all respects to the best knowledge and belief of this affiant.

8. The plaintiff's predecessor in interest, HSBC, opened a credit account (hereinafter "Account") for the Defendant and extended credit to the Defendant through the Account. 9. The plaintiff's predecessor in interest extended credit to the Defendant pursuant to the terms and conditions set forth in the account agreement (hereinafter "Agreement").

10. The Defendant accepted and used the credit extended by HSBC through the Account during the period that the Account was active.

11. The defendant's use of the credit extended by HSBC ratified the Agreement thereby binding the Defendant to the terms and conditions set forth therein.

12. Account statements (hereinafter "Statements") reflecting the original account number and the credit issuer were mailed by the plaintiff's predecessor in interest to the Defendant at the address provided by the Defendant while the Account was active. Copies of said Statements, previously filed herein as an attachment to the plaintiff's complaint as Exhibit "B", are incorporated herein by this reference.

13. As this was a credit card account, the origination balance was \$0.00. The Statements reflect an itemization of the charges and fees owed, along with an explanation of how the balance owing on the Account was calculated. The last payment on the defendant's Account was made on or about May 4, 2012.

14. The Defendant defaulted under the terms of the Agreement because the Defendant failed to make the payments owing to HSBC when they became due.

15. Subsequent to the defendant's default, the Account was charged-off by HSBC for non-payment in the amount of \$1,866.90 as evidenced by the Charge-off Statement attached hereto as Exhibit "1" and incorporated herein by this reference.

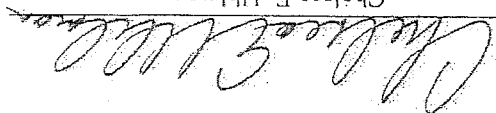
16. Thereafter, the defendant's Account was sold to and acquired by the plaintiff herein, Portfolio Recovery Associates, LLC.

17. The chain of ownership of the defendant's Account, previously filed herein as an attachment to the plaintiff's complaint as Exhibit "B", is incorporated herein by this reference.

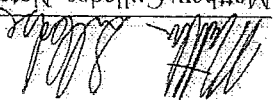
18. To this affiant's best knowledge and belief, the defendant is not an infant or incompetent person, nor in military service, nor under any other legal disability.

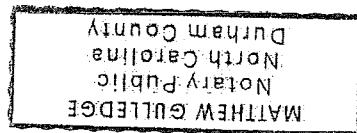
19. The plaintiff moves the Court to enter default against the Defendant, and to render judgment by default against said Defendant, pursuant to the provisions of G.S. § 1A-1, Rule 55.

This the 30 day of March, 2015.


Chelsea E. Uhlman
Attorney for Plaintiff

Sworn to or affirmed and acknowledged before me, this the 30 day of March, 2015.


Matthew Gullledge, Notary Public
My commission expires: 11/25/19



Flexible Earnings Card



GMI Flexible Earnings MasterCard Account Statement
 Account Number 1687
 From November 26, 2012 to December 27, 2012

Page 2 of 2

2012 Total Year-to-Date	
Total fees charged in 2012	\$340.00
Total interest charged in 2012	\$328.68

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
PURCHASES 00001	19.99% (v)	\$1,563.34	\$26.54
CASH ADVANCES 80001	24.90% (v)	\$259.81	\$5.49
BALANCE TRANSFER	19.99% (v)	\$0.00	\$0.00
71111			
v=Variable Rate			

Earnings Summary	
Previous Base Earnings	\$0.00
Base Earnings Total	\$0.00
GMI Vehicle Earnings	\$0.00
Base Earnings Received	\$0.00
Anniversary Date	06/01/06
Earnings Adjustment	\$0.00

Total Bonus Shop Earnings are included in the "GMI Vehicle Earnings" section of your Earnings Summary and redeemable towards an eligible, new GMI vehicle. Log in to view your Bonus Shop Earnings at www.gmflexcard.com/viewews. These earnings are not uplped or redeemable towards cash.

Remember, when you make a purchase with your GMI Flexible Earnings Card, you'll earn toward your next, new GMI vehicle. Combine your Earnings with most GMI offers for even greater savings. For more information on how to redeem your Earnings, visit us at gmflexcard.com or call 1-800-388-9107.

Track your spending anytime during the holidays. You deserve to be in control. Log on at gmflexcard.com/login

At Cadillac, we built the all-new ATS from the ground up to take on the world. And then we set out to prove it. From the relentless winds of Patagonia to the serpentine switchbacks of America's Alps Mountains, and further, we took the ATS around the globe in order to demonstrate its advanced features. Follow the adventure at ats-vs-world.cadillac.com

190202 4125 0000990206 STRIPS 12 J 1426 CFE1

STATE OF NORTH CAROLINA		MECKLENBURG County		<input type="checkbox"/> Small Claims <input type="checkbox"/> District <input type="checkbox"/> Superior Court Division In The General Court Of Justice	
File No. 15CVD1909 Name Of Plaintiff PORTFOLIO RECOVERY ASSOCIATES, LLC Name Of Defendant PIA N TOWNES		CIVIL BILL OF COSTS G.S. 7A-305			
ADVANCE COSTS: INITIAL FILING General Court of Justice Fee District: Magistrate \$ District: Judge \$ Superior: All Civil Cases \$ Superior: All Civil Cases \$ Telephone System Fee \$ LAA Fee: All Civil Cases \$ Facilities Fee - Magistrate \$12, District \$16, Superior \$16 \$ Business Court Designation Fee (21122) \$1,000.00 COUNTER, CROSS CLAIMS, & THIRD PARTY COMPLAINTS: General Court of Justice Fee District: Magistrate \$ District: Judge \$ Superior: All Civil Cases \$ Superior: All Civil Cases \$ Telephone System Fee \$ LAA Fee: All Civil Cases \$ Facilities Fee - Magistrate \$12, District \$16, Superior \$16 \$ Business Court Designation Fee (21122) \$1,000.00		TOTAL ADVANCE COSTS \$1,000.00		ADDITIONAL EXPENSES: Notice Of Hearing Fee - \$20 Alias and Pluries or Endorsement Fee - \$15 Process Fee - \$30 each process Other Sheriff's Fees - See G.S. 7A-311(a)(3)-(5) Witness Fee \$5/day or fraction thereof, plus travel expenses Expert Witness Fee - As Set by the Judge Certified Mail Or Service By Publication Cost Transcript - Costs on Appeal Other Fees - As set by the Judge (e.g., GAL fee, interpreter fee, premium on prosecution bond, costs of blood tests to determine parentage, etc.) Counsel Fee - As Set by the Judge To: _____ To: _____ To: _____ TOTAL ADDITIONAL COSTS TOTAL COSTS AND ADDITIONAL CHARGES	
BEFORE THE COURT District Court Magistrate Judge Superior Court Cumulative Total 2.45 2.45 177.55 177.55 127.55 127.55 4.00 4.00 2.45 2.45 \$150.00 \$150.00		Date _____ Prepared By DAVID MANSEAU \$180.00			

FEB 10 2015

File No. 15 CV 1909

STATE OF NORTH CAROLINA

Mecklenburg

County

In The General Court Of Justice
☒ District ☐ Superior Court Division

Name Of Plaintiff PORTFOLIO RECOVERY ASSOCIATES, LLC		Address c/o Session & Rogers, P.A.		City, State, Zip P.O. Box 110564 Durham, North Carolina 27709	
Name Of Defendant(s) PIA N. TOWNES		Date Original Summons issued 6-15-17			
		Date(s) Subsequent Summons(es) issued 6-15-17			
To Each Of The Defendant(s) Named Below:					
Name And Address Of Defendant 1 PIA N. Townes 1640 Crawford Drive Charlotte, NC 28216 Home Phone: (704)393-5885					

A Civil Action Has Been Commenced Against You

You are notified to appear and answer the complaint of the plaintiff as follows:

1. Serve a copy of your written answer to the complaint upon the plaintiff's attorney within thirty (30) days after you have been served. You may serve your answer by delivering a copy to the plaintiff or by mailing it to the plaintiff's last known address, and

2. File the original of the written answer with the Clerk of Superior Court of the county named above.

If you fail to answer the complaint, the plaintiff will apply to the Court for the relief demanded in the complaint.

Name And Address Of Plaintiff's Attorney (If None, Address Of Plaintiff) Chelsea E. Uhlman Session & Rogers, P.A. P.O. Box 110564 Durham, North Carolina 27709		Date Issued 1-30-15		Time 12:47	
Signature <i>Chelsea E. Uhlman</i>		Date Of Endorsement			
		Time <input type="checkbox"/> AM <input type="checkbox"/> PM			
		<input type="checkbox"/> Deputy CSC <input type="checkbox"/> Assistant CSC <input type="checkbox"/> Clerk Of Superior Court			

<input type="checkbox"/> ENDORSEMENT (ASSESS FEE)		Date Of Endorsement		Time <input type="checkbox"/> AM <input type="checkbox"/> PM	
This Summons was originally issued on the date indicated above and returned not served. All time request of the plaintiff, the time within which this Summons must be served is extended sixty (60) days.		<input type="checkbox"/> Deputy CSC <input type="checkbox"/> Assistant CSC <input type="checkbox"/> Clerk Of Superior Court			

NOTE TO PARTIES: Many counties have MANDATORY ARBITRATION programs in which most cases where the amount in controversy is \$15,000 or less are heard by an arbitrator before a trial. The parties will be notified if this case is assigned for mandatory arbitration, and, if so, what procedure is to be followed.

238827.001

AOC-CV-100, Rev. 6/11

© 2011 Administrative Office of the Courts

(Over)



POUNDS EX 0263

RETURN OF SERVICE

I certify that this Summons and a copy of the complaint were received and served as follows:

Date Served	12/15/16	Time Served	16:23	Name Of Defendant	Rita Torres
-------------	----------	-------------	-------	-------------------	-------------

☐ By delivering to the defendant named above a copy of the summons and complaint

☒ By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.

☐ As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Name And Address Of Person With Whom Copies Left (If corporation, give title of person copies left with)

Rita Torres - 1640 Crawford Dr.

☐ Other manner of service (specify)

☐ Defendant WAS NOT served for the following reason:

Date Served		Time Served	<input type="checkbox"/> AM <input type="checkbox"/> PM	Name Of Defendant	DEFENDANT 2
-------------	--	-------------	---	-------------------	-------------

☐ By delivering to the defendant named above a copy of the summons and complaint

☐ By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.

☐ As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Name And Address Of Person With Whom Copies Left (If corporation, give title of person copies left with)

☐ Other manner of service (specify)

☐ Defendant WAS NOT served for the following reason:

Service Fee Paid	\$	Signature Of Deputy Sheriff Making Return	N. Ouy 808
Date Received	12/15/16	Name Of Sheriff (Type Or Print)	T. Ouy 808
Date Of Return	12/15/16	County Of Sheriff	Frank

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG
IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION

15 CVD 1905

PORTFOLIO RECOVERY ASSOCIATES, LLC,
Plaintiff
vs.
PIA N. TOWNES,
Defendant

COMPLAINT

FILED

2016 JAN 20 PM 12:47

RECEIVED DISTRICT COURT

The Plaintiff, complaining of the Defendant, alleges and says as follows:

1. The Plaintiff, a limited liability company organized under the laws of the state of Delaware, with a principal office and place of business in Norfolk, Virginia, is duly licensed as a collection agency in North Carolina by the Department of Insurance and has been issued permit number 4132.

2. The Defendant is a resident of Mecklenburg County, North Carolina.

3. The Defendant applied for a credit card from the Plaintiff's predecessor in interest, HSBC, as evidenced by the copy of the signed application attached hereto as Exhibit A and incorporated by this reference.

4. Pursuant to an agreement entered into between the Defendant and the Plaintiff's predecessor in interest, HSBC, a credit account (hereinafter "Account") was opened and credit extended to the Defendant.

5. The Defendant incurred debt on the Account, as shown by the account statements attached herein and incorporated as Exhibit B. The statement provide an ongoing itemization of the charges and fees incurred to the Account and reflect how they were calculated. The Defendant's use of the credit extended on the Account ratified the Defendant's agreement to repay the balance accrued on the Account.

6. On or about August 10, 2011, HSBC transferred the entirety of its credit card and retail services business to Capital One Financial Corporation ("Capital One"). The details of said

NECKLEBURG COUNTY CLERK OF COURT

V353678 02/02/15 11:55:47

PAYOR: PORTFOLIO RECOVERY ASSOC

PAYEE: TOWNES, PIA, N

CASE#: 15CV0001909 VCAP:Y

CITAH:

21220 DC-CIVIL FEES 127.55

21221 DC-CV LAA FEES 2.45

24681 JUD TECH & FAC 4.00

22220 CD FAC FEE II CV 16.00

TOTAL PAID 150.00

CD TENDERED 150.00

CHANGE .00

2170 ID C59AL6

transfer are described in publicly available filings with the U.S. Securities and Exchange Commission.

7. The Defendant defaulted by failing to make all payments owed on the Account when due. The last payment made on the account was received on or about May 4, 2012. The Account was subsequently charged-off for non-payment, and then assigned to and acquired by Plaintiff. Documentation evidencing the complete chain of assignment is attached and incorporated herein as Exhibit C.

8. Notice of intent to file legal action was sent to the Defendant at least thirty (30) days prior to the filing of this action.

9. As shown by the attached Exhibits, the Defendant remains indebted to the Plaintiff in the amount of \$1,866.90. Said amount includes any offsets and credits to which the Defendant is lawfully entitled.

WHEREFORE, the Plaintiff prays the Court as follows:

1. That the Plaintiff have and recover from the Defendant the amount of \$1,866.90.
2. That the Plaintiff declines all interest accrued after the Account was charged off.
3. That the Plaintiff further recover from said Defendant all costs of this action.
4. For such other and further relief as the Court may deem just and proper.

This the 27 day of January, 2015.

SESSOMS & ROGERS, P.A.

By: _____

Chelsea E. Uhlman
Chelsea E. Uhlman
Attorney for Plaintiff
1822 East NC Highway 54, Suite 200
P.O. Box 110564
Durham, North Carolina 27709
Telephone: (919) 688-1000

AFFIDAVIT

State of Virginia
City of Norfolk ss.

I, the undersigned, Michael La Douceur, Custodian of Records, for Portfolio Recovery Associates, LLC hereby depose, affirm and state as follows:

1. I am competent to testify to the matters contained herein.

2. I am an authorized employee of Portfolio Recovery Associates, LLC, ("Account Assignee") which is doing business at Riverside Commerce Center, 120 Corporate Boulevard, Norfolk, Virginia, and I am authorized to make the statements, representations and averments herein, and do so based upon a review of the business records of the Original Creditor **HSBC BANK NEVADA, N.A./GM** and those records transferred to Account Assignee from **CAPITAL ONE, N.A.** ("Account Seller"), which have become a part of and have integrated into Account Assignee's business records, in the ordinary course of business.

3. According to the business records, which are maintained in the ordinary course of business, the account, and all proceeds of the account are now owned by the Account Assignee, all of the Account Seller's interest in such account having been sold, assigned and transferred by the Account Seller on 1/17/2013. Further, the Account Assignee has been assigned all of the Account Seller's power and authority to do and perform all acts necessary for the settlement, satisfaction, compromise, collection or adjustment of said account, and the Account Seller has retained no further interest in said account or the proceeds thereof for any purpose whatsoever.

4. According to the records transferred to the Account Assignee from Account Seller, and maintained in the ordinary course of business by the Account Assignee, there was due and payable from **PIA N TOWNES** ("Debtor and Co-Debtor") to the Account Seller the sum of **\$1,866.90** with the respect to account number ending in **4687** as of the date of **12/31/2012** with there being no known un-credited payments, counterclaims or offsets against the said debt as of the date of the sale.

5. According to the account records of said Account Assignee, after all known payments, counterclaims, and/or setoffs occurring subsequent to the date of sale, Account Assignee claims the sum of **\$1,866.90** as due and owing as of the date of this affidavit.

6. Plaintiff believes that the defendant is not a minor or an incompetent individual, and declares that the Defendant is not on active military service of the United States.

Portfolio Recovery Associates, LLC

By: Michael La Douceur, Custodian of Records

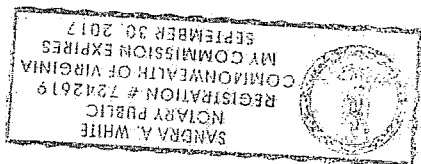
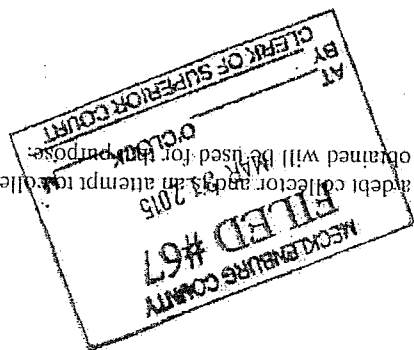
Subscribed and sworn to before me on MAY 12 2014

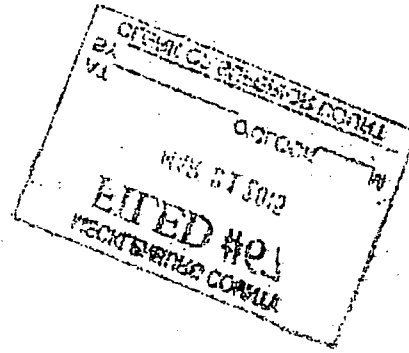
Notary Public



238827.001

This communication is from a debt collector and is an attempt to collect a debt. Any information obtained will be used for that purpose.





7-11-16

RECEIVED

7-11-16

1%* Earnings toward any new make and model vehicle or triple your Earnings to 3%* toward an eligible, new GM vehicle or 1%* cash back.

I Please tell us about yourself

[illegible]

2 Vehicle preference

Which vehicle do you currently own? ☐ GM ☐ Ford ☐ Chrysler ☐ Other

Which vehicle do you plan to obtain next? ☐ GM ☐ Ford ☐ Chrysler ☐ Other ☐ Unsure

When do you plan to obtain your next vehicle? ☐ 0-3 Months ☐ 4-6 Months ☐ 7-12 Months ☐ 1-2 Years ☐ 2+ Years

3 Select an additional user (optional)

If you designate an Authorized User, a credit card will be issued in that person's name. You will be solely responsible for all charges and transactions made by the Authorized User, and the Authorized User will have no liability to the credit card issuer for those charges and transactions.

Would you like to add an Authorized User? ☐ Yes, send a second card with no charge for.

[illegible]

Optional AccountSecure® PLUS Enrollment Form

Yes! Please protect my GM Flexible Earnings. I understand enrollment is optional and I may cancel at any time.

YES ☒ Sign Here to Enroll

Please sign below

[illegible]

..PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

EXHIBIT

POUNDS EX 0270

STATE OF NORTH CAROLINA

Mecklenburg

County

☒ In The General Court Of Justice
☐ District ☐ Superior Court Division

File No. 15 CVD 1909

GENERAL

CIVIL ACTION COVER SHEET
☒ INITIAL FILING ☐ SUBSEQUENT FILING

Rule 5(b), General Rules of Practice For Superior and District Courts

Name And Address Of Attorney Or Party, If Not Represented (complete for initial appearance or change of address)

Chelsa E. Uhlman

P.O. Box 110564

Durham, North Carolina 27709

Telephone No. (919) 688-1000

Cell Telephone No.

44866

Initial Appearance in Case ☐ Change of Address ☐

Name Of Firm

Session & Rogers, P.A.

FAX No.

(919) 688-9000

Counsel for

☒ All Plaintiffs ☐ All Defendants ☐ Only (List party(ies) represented)

Amount in controversy does not exceed \$15,000 ☐

Stipulate to arbitration ☐

TYPE OF PLEADING

(check all that apply)

Failure To Join Necessary Party (FJNP) Assess Motions Fee

Failure To State A Claim (FASC)

Improper Venue/Division (IMVN) Assess Motions Fee

Intervene (INTR) Assess Motions Fee

Interplead (OTHR) Assess Motions Fee

Lack Of Jurisdiction (Person) (LJPN) Assess Motions Fee

Lack Of Jurisdiction (Subject Matter) (LJSM) Assess Motions Fee

Rule 12 Motion In Lieu Of Answer (MDLA) Assess Motions Fee

Sanctions (SANC) Assess Motions Fee

Set Aside (OTHR) Assess Motions Fee

Show Cause (SHOW) Assess Motions Fee

Transfer (TRFR) Assess Motions Fee

Third Party Complaint (List Third Party Defendants on Back) (TPCL)

Vacate/Modify Judgment (VCMJ) Assess Motions Fee

Withdraw as Counsel (WDCN) Assess Motions Fee

Other (Specify and list each separately)

Amend (AMND) Assess Motions Fee (SEE NOTE)

Amended Answer/Reply (AMND-Response) Assess Motions Fee (SEE NOTE)

Amended Complaint (AMND) Assess Motions Fee

Answer/Reply (ANSW-Response) (SEE NOTE)

Change Venue (CHVN) Assess Motions Fee

Complaint (COMPL)

Confession Of Judgment (CNFJ)

Consent Order (CONS)

Consolidate (CNCL) Assess Motions Fee

Contempt (CNTP) Assess Motions Fee

Continue (CNTN) Assess Motions Fee

Compel (CMPL) Assess Motions Fee

Counterclaim (CTCL) Assess Court Costs

Grossclaim (List On Back) (CRSS) Assess Court Costs

Dismiss (DISM) Assess Court Costs

Exempt/Mediation (EXMD) Assess Motions Fee

Extend Statute Of Limitations, Rule 9 (ESOL) Assess Motions Fee

Extend Time For Complaint (EXCO) Assess Motions Fee

NOTE: See Side Two for a list of motions not subject to the motions fee.

CLAIMS FOR RELIEF

NOTE: Assess fee only if court permission is required to amend.

☐ Limited Driving Privilege - Out-Of-State

☐ Convictions (PLDP)

☐ Possession Of Personal Property (POPP)

☐ Product Liability (PROD)

☐ Real Property (RLPR)

☐ Specific Performance (SPPR)

☐ Other (Specify and list separately)

☐ Injunction (INJU)

☐ Medical Malpractice (MDML)

☐ Minor Settlement (MSTL)

☐ Money Owed (MNYO)

☐ Negligence - Motor Vehicle (MVNG)

☐ Negligence - Other (NEGO)

☐ Motor Vehicle Lien G.S. 44A (MVLN)

☐ Administrative Appeal (ADMA)

☐ Appointment Of Receiver (APRC)

☐ Attachment/Garnishment (ATTC)

☒ Claim And Delivery (CLMD)

☒ Collection On Account (ACCT)

☐ Condemnation (CNDM)

☐ Contract (CNTR)

☐ Discovery Scheduling Order (DSCH)

Date

January 21, 2015

Signature Of Attorney/Party

NOTE: All filings in civil actions shall include as the first page of the filing a cover sheet summarizing the critical elements of the filing in a format prescribed by the Administrative Office of the Courts, and the Clerk of Superior Court shall require a party to refile a filing which does not include the required cover sheet. For subsequent filings in civil actions, the filing party must either include a General Civil (AOC-CV-751), Motion (AOC-CV-752) or Court Action (AOC-CV-753) cover sheet.

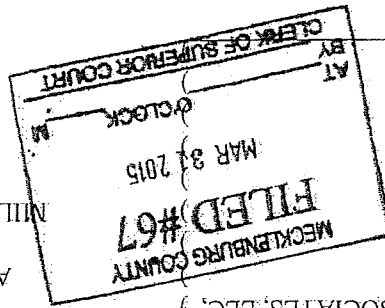
AOC-CV-751, Rev. 6/11, © 2011 Administrative Office of the Courts

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG
IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION

15 CVD 1909

AFFIDAVIT OF
MILITARY SERVICE

[AFF]



Plaintiff
PIA N. TOWNES,
vs.
Defendant
PORTFOLIO RECOVERY ASSOCIATES, LLC,)

Chelsa E. Uhlman, having sworn or affirmed, deposes and says as follows:

1. She is the attorney for the plaintiff in the above-captioned civil action.
2. The undersigned is familiar with the provisions of 50 U.S.C.A. App. § 501, Service Members Civil Relief Act of 2003.
3. She represents to the Court that upon information and belief, the Defendant is not in the Military Service of the United States and is not entitled to the protection of the Service Members Civil Relief Act of 2003, nor any amendment thereto.
4. In support of this affidavit, a true and accurate copy of the Defendant's military status report is attached hereto as Exhibit A and incorporated herein by this reference.

This the 30 day of March, 2015.

SESSOMS & ROGERS, P.A.

By:

Chelsa E. Uhlman

Chelsa E. Uhlman

Attorney for Plaintiff

P.O. Box 110564

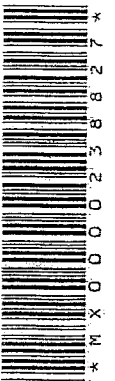
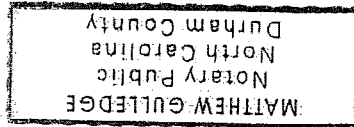
Durham, North Carolina 27709

Telephone: (919) 688-1000

Sworn to or affirmed and acknowledged before me, this the 30 day of March, 2015.

Matthew Gullledge

Matthew Gullledge, Notary Public
My commission expires: 11/25/19



RECEIVED
MAY 10 1992
FBI - NEW YORK

RECEIVED
MAY 10 1992
FBI - NEW YORK

Department of Defense Manpower Data Center

Results as of: Mar-11-2015 06:47:04 AM
SCRA 3.0

Status Report
Pursuant to Servicemembers Civil Relief Act



Last Name: TOWNES

First Name: PIA

Middle Name: N

Active Duty Status As Of: Mar-11-2015

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

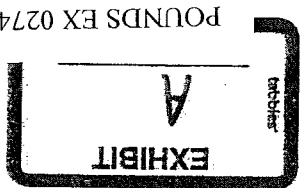
The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Mary M. Snavely-Dixon

Mary M. Snavely-Dixon, Director
Department of Defense - Manpower Data Center
4800 Mark Center Drive, Suite 04E25
Arlington, VA 22350

File #: 238827



The Defense Manpower Data Center (DMDC), an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 501 et seq. as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via the "defenselink.mil" URL: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 521(c).

This response reflects the following information: (1) The individual's Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

Certificate ID: K39DGG83E91AD440

File #: 238827

POUNDS EX 0275



Summary of Account Activity	
Previous Balance	\$1,594.16
Payments	\$196.00
Other Credits	\$0.00
Purchases/Transfers	\$0.00
Cash Advances	\$0.00
Fast Lane Amount	\$0.00
Fees Charged	\$0.00
Interest Charged	\$25.64
New Balance	\$1,423.80
Credit Limit	\$0.00
Cash Available	\$0.00
Cash Limit	\$0.00
Statement Closing Date	May 27, 2012
Days in Billing Cycle	31
† Cash Limit is a portion of Total Credit Limit	

Payment Information	
New Balance	\$1,423.80
Minimum Payment Due	\$40.00
Payment Due Date	June 21, 2012
Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$35.00 and your APRs may be increased to the Penalty APR of 30.99%.	
Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:	
If you will pay off the balance shown on this statement in full...	You will pay off the balance shown on this statement in full...
Only the minimum	3 Years
Payment	\$1,925
(\$avings = \$1,144)	
If you would like information about credit counseling services call 1-866-569-2227.	

Questions?

- 24-hour Automated Account Information
- 1-800-388-9107
- Lost or Stolen Card
- 1-800-421-3243
- Outside USA Collect
- 1-757-523-3830
- TDD/Hearing Impaired
- 1-800-685-9020

Important Information

The HEXAGON DESIGN® (AND VARIATIONS), HSBG, THE WORLD'S LOCAL BANK®, HOUSEHOLD® (AND DESIGN) and HOUSEHOLD BANK® are registered trademarks of HSBG Holdings plc or HSBG Finance Corporation and are used by Capital One by permission. Capital One is the issuer of this account.

Any references to "Cash Limit", "Cash Available", "Cash", "Credit Plans", or "Cash Fee Finance Charge" transactions that may appear on this statement refer to the Cash Advance feature of your account.

As a reminder, you may pay your credit card bill online or through our automated phone system for no fee.

Transactions	
Trans Date	Post Date
05/04/12	05/04/12
PAYMENT-THANK YOU	
Amount	Reference Number
-\$196.00	65254782125018747ZCTSCN
Total Payment For This Period	
Amount	Reference Number
-\$196.00	
Fees	
Trans Date	Post Date
Total Fees For This Period	
Amount	Reference Number
\$0.00	
Description of Interest Charge	
INTEREST CHARGE ON CASH ADVANCES	
Amount	
\$4.75	
INTEREST CHARGE ON PURCHASES	
Amount	
\$20.89	

Check and return bottom portion with your payment. STATION D J 141 OF 1 10022 4 26 0000000206



Account Number: 1687
New Balance: \$1,423.80
Minimum Payment Due: \$40.00
Payment Due Date: 06/21/2012
Include account number on check to HSBC Card Services. Do not send cash. Please send your payment 7 to 10 days prior to the payment due date to ensure timely delivery.
ENCLOSURE

HSBC CARD SERVICES
DEPT 9600
CAROL STREAM IL 60128-9600

PIA N TOWNES
1640 CRAWFORD DR
CHARLOTTE NC 282103505

EXHIBIT

140202-2 E 35 000000295 SIM715 D 1 14343761

Online Account Access lets you take control of your Account anytime, anywhere. Registration is easy and secure. Sign up at gmflexcard.com/login

Earnings Summary	
Previous Base Earnings	\$0.00
Base Earnings Total	\$0.00
GMI Vehicle Earnings	\$0.00
Base Earnings Received	\$0.00
Anniversary Date	06/01/06
Earnings Adjustment	\$0.00
Total Bonus Shop Earnings are included in the "GMI Vehicle Earnings" section of your Earnings Summary and redeemable towards no eligible, new GMI vehicle. Log in to view your Bonus Shop Earnings at www.gmflexcard.com/views . These Earnings are not tripled or redeemable towards cash.	

Your Annual Percentage Rate (APR) is the annual interest rate on your account.	
Interest Charge Calculation	
Type of Balance	Annual Percentage Rate (APR)
PURCHASES 00001	19.99% (v)
CASH ADVANCES 80001	24.90% (v)
PURCHASES 00001	19.99% (v)
CASH ADVANCES 80001	24.90% (v)
Balance Subject to Interest Rate	\$1,222.38
Interest Charge	\$20.75
Interest Charge	\$0.14
CASH ADVANCES 80001	\$0.00
Balance TRANSFER	\$0.00
Interest Charge	\$0.00
Interest Charge	\$0.00

Total Interest For This Period	
INTEREST CHARGE ON BALANCE	\$0.00
TRANSFERS	\$25.64
Total fees charged in 2012	
Total interest charged in 2012	
2012 Total Charged to Date	
Total fees charged in 2012	
Total interest charged in 2012	





Flexible Earnings Card

Previous Balance		\$1,799.87
Payments		\$0.00
Other Credits		\$0.00
Purchases/Debits		\$0.00
Balance Transfers		\$0.00
Cash Advances		\$0.00
First Due Amount		\$517.00
Fees Charged		\$35.00
Interest Charged		\$32.03
New Balance		\$1,866.90
Credit Limit		\$0.00
Cash Advance Limit		\$0.00
Cash Advance Available		\$0.00
Statement Closing Date		December 27, 2012
Days in Billing Cycle		31
Cash Advance Limit is a portion of Total Credit Limit.		

If you make no additional payments...		
You will pay off the balance shown on this statement in about...		
Only the minimum payment...		
3 Years		\$2,521
5 Years		\$3,305
7 Years		\$5,784

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$35.00 and your APRs may be increased to the Penalty APR of 29.40%.

Payment Due Date: January 21, 2013

New Balance: \$1,866.90

Minimum Payment Due: \$603.00

Questions?
24-Hour Automated Account Information: 1-800-388-9107
Lost or Stolen Card: 1-800-421-3243
Outside USA Collect: 1-757-533-3880
ID Theft/Identity Impacted: 1-800-685-9020

Important Information:
The HEXAGON DESIGN® (AND VARIATIONS), HSBC®, THE WORLD'S LOCAL BANK®, HOUSEHOLD® (AND DESIGN) and HOUSEHOLD BANK® are registered trademarks of HSBC Finance Corporation and are used by Capital One by permission. Capital One is the issuer of this account.

As a reminder, you may pay your credit card bill online, or through our automated phone system for no fee.

Trans Date	Post Date	Description of Transaction or Credit	Purchase Type	Reference Number	Amount
Purchases/Debits					
12/21/12	12/21/12	LATE CHARGE ASSESSMENT		1000060206122199970010	-\$35.00
Total Fees for This Period					
Interest Charged					\$35.00
Description of Interest Charge					
INTEREST CHARGE ON CASH ADVANCES					\$5.49
INTEREST CHARGE ON PURCHASES					\$26.51
INTEREST CHARGE ON BALANCE TRANSFERS					\$0.00
Total Interest for This Period					\$32.03

Details and terms bottom portion with your payment.
100102 41 36 000000306
STRT19: D 1 1426 OFEI
See reverse side for important information.

HSBC

Account Number: 4687
New Balance: \$1,866.90
Minimum Payment Due: \$603.00
Payment Due Date: 01/21/2013

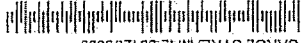
Include account number on check to HSBC Card Services. Do not send cash. Please send your payment 7 to 10 days prior to the payment due date to ensure timely delivery.

AMOUNT
ENCLOSED

106

HSBC CARD SERVICES
DEPT 9600
CAROL STREAM IL 601289600

CHARLOTTE NC 282163505
PIA N TOWNES
1640 CRAWFORD DR



10/20/11 3:06 PM 0000003506 STMT03 D J 1436 OF 21

At Cadillac, we built the all-new ATS from the ground up to take on the world. And then we set out to prove it. From the relentless winds of Pamplona to the serpentine switchbacks of Morocco's Atlas Mountains, and finally, we took the ATS around the globe in order to demonstrate its advanced features. Follow the adventure at ais-vs-world.cadillac.com

Track your spending anytime during the holidays. You deserve to be in control. Log on at gmflexcard.com/login

Previous Base Earnings	\$0.00	Remember, when you make a purchase with your GM Flexible Earnings Card, you'll earn toward your next, new GM vehicle. Combine your Earnings with most GM offers for even greater savings. For more information on how to redeem your Earnings, visit us at gmflexcard.com or call 1-800-388-9107.
Base Earnings Total	\$0.00	
GM Vehicle Earnings	\$0.00	
Base Earnings Received	\$0.00	
Anniversary Date	06/01/06	
Earnings Adjustment	\$0.00	Total Bonus Shop Earnings are included in the "GM Vehicle Earnings" section of your Earnings Summary and redeemable towards an eligible, new GM vehicle. Log in to view your Bonus Shop Earnings at www.gmflexcard.com/views . These Earnings are not applied or redeemable towards cash.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
PURCHASES 00001	19.99% (V)	\$1,563.34	\$26.54
CASH ADVANCES 80001	24.90% (V)	\$239.81	\$5.49
BALANCE TRANSFER	19.99% (V)	\$0.00	\$0.00
71111			
v=Variable Rate			

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

2012 Total Fees Charged	\$340.00
2012 Total Interest Charged	\$328.68



NOTICE OF ASSIGNMENT

May 2, 2012

Portfolio Recovery Associates
140 Corporate Boulevard, Suite 100
Norfolk VA 23502
Attn: HSBC Account Representative

Reference: HSBC assignment to Capital One of the *Purchase and Sale Agreement* entered into by and between Portfolio Recovery Associates, dated 03/28/2012 (the "Agreement").

Dear HSBC Account Representative:

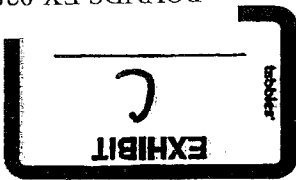
As you may be aware, on August 10, 2011, HSBC Finance Corporation along with certain of its affiliates ("HSBC"), entered into an agreement (as filed on August 12, 2011 in an 8-K with the File Number 001-08198) to sell certain assets and liabilities related to HSBC Finance's U.S. credit card and retail services business ("CRS") to Capital One Financial Corporation ("Capital One") (the "Transaction").

The Agreement referenced above is being assigned to Capital One as part of the Transaction and this is your notice that the assignment of your Agreement has taken place as of May 1, 2012.

If Capital One has not already contacted you via mail, they will be contacting you within the next week. For inquiries, please reach out to jeff.spain@capitalone.com.

Thanks and regards,

Damon Ascolani
VP Purchasing



11/28/2014 10:56 AM

POUNDS EX 0281

8-K 1 a12-11357 18k.htm 8-K

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): May 1, 2012

Commission file number 1-8198

HSBC FINANCE CORPORATION

(Exact name of registrant as specified in its charter)

Delaware
(State of incorporation)
86-1052062
(IRS Employer Identification Number)

26525 N. Riverwoods Boulevard
Mettawa, Illinois
(Address of principal executive offices)
60045
(Zip Code)

Registrant's telephone number, including area code (224) 544-2000

Not Applicable

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 144-12 under the Exchange Act (17 CFR 240.144-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

<http://www.sec.gov/Archives/edgar/data/354964/0001104659120339...>

<http://www.sec.gov/Archives/edgar/data/354964/0001104659120339...>

Item 2.01. Completion of Acquisition or Disposition of Assets.

On May 1, 2012, HSBC Holdings plc, through its wholly owned subsidiaries, HSBC Finance Corporation (the "Company"), HSBC USA Inc., HSBC Technology & Services (USA) Inc. and other wholly owned affiliates, completed the previously-announced disposition of its Card and Retail Services business to Capital One Financial Corporation ("Capital One") pursuant to the Purchase and Assumption Agreement, dated August 10, 2011 (the "Purchase Agreement"), among HSBC Finance Corporation, HSBC USA Inc., HSBC Technology and Services (USA) Inc. and Capital One Financial Corporation. The total final cash consideration received from Capital One expected to be allocated to the Company based on April 30, 2012 balances is approximately \$11.8 billion, resulting in an after-tax gain of approximately \$1.4 billion that will be recorded in the second quarter of 2012.

The foregoing description of the Purchase Agreement and the disposition is qualified in its entirety by reference to the actual terms of the Purchase Agreement, which is included as Exhibit 2.1 hereto and is incorporated herein by reference. The Purchase Agreement is described more fully in the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on August 12, 2011, which description is also incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(b) Pro Forma Financial Information.

The pro forma financial information relating to the disposition and specified in Article 11 of Regulation S-X is filed as Exhibit 99.1 hereto.

(d) Exhibits

- 2.1 Purchase and Assumption Agreement, dated August 10, 2011, among HSBC Finance Corporation, HSBC USA Inc., HSBC Technology and Services (USA) Inc. and Capital One Financial Corporation (incorporated by reference to Exhibit 2.1 of the Company's Current Report on Form 8-K filed August 12, 2011)
- 99.1 HSBC Finance Corporation Unaudited Pro Forma Condensed Consolidated Financial Information

11/28/2014 10:56 AM

POUNDS EX 0283

3

Dated: May 7, 2012

Senior Vice President and Deputy General Counsel

Mick Forde

By: /s/ MICK FORDE

(Registrant)

HSBC FINANCE CORPORATION

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

SIGNATURES

<http://www.sec.gov/Archives/edgar/data/354964/0001104659120339...>

Exhibit Index	Exhibit No.	Description
2.1	Purchase and Assumption Agreement, dated August 10, 2011, among HSBC Finance Corporation, HSBC USA Inc., HSBC Technology and Services (USA) Inc. and Capital One Financial Corporation (incorporated by reference to Exhibit 2.1 of the Company's Current Report on Form 8-K filed August 12, 2011)	
99.1	HSBC Finance Corporation Unaudited Pro Forma Condensed Consolidated Financial Information	

Exhibit 1
Forward Flow Receivable Sale Agreement dated 01/10/2013

BILL OF SALE

Closing Date: 01/17/2013

Capital One, National Association ("Seller"), in consideration of a Purchase Price of and other valuable consideration, the receipt of which is hereby acknowledged, hereby sells, assigns and transfers all right, title and interest in the Accounts identified in the Sale File entitled (which may be in electronic form) to Portfolio Recovery Associates, LLC and its affiliates and its subsidiary entities ("Buyer"), without recourse or representation except as expressly provided herein or on the terms, and subject to the conditions set forth in the Agreement (as defined below).

This Bill of Sale is delivered pursuant to that certain Forward Flow Receivable Sale Agreement, dated as of 01/10/2013, by and between Seller and Buyer (the "Agreement"). All capitalized terms used, but not defined, in this Bill of Sale shall have the meanings assigned to such terms in the Agreement.

The Cutoff Date for the Sale File was 01/14/2013. The aggregate Unpaid Balance of the Accounts as of the Cutoff Date was

CAPITAL ONE, NATIONAL ASSOCIATION

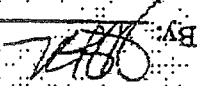
By: 
Name: John H. Maurer
Title: Vice President

Exhibit 2

Forward Flow Receivable Sale Agreement dated 01/10/2013

BILL OF SALE

Closing Date: 01/17/2013

Capital One Bank (USA), National Association ("Seller"), in consideration of a Purchase Price of _____, and other valuable consideration, the receipt of which is hereby acknowledged, hereby sells, assigns and transfers all right, title and interest in the Accounts identified in the Sale File entitled _____ (which may be in electronic form) to Portfolio Recovery Associates, LLC and its affiliates and its subsidiary entities ("Buyer"), without recourse or representation except as expressly provided herein or on the terms, and subject to the conditions, set forth in the Agreement (as defined below).

This Bill of Sale is delivered pursuant to that certain Forward Flow Receivable Sale Agreement, dated as of 01/10/2013, by and between Seller and Buyer (the "Agreement"). All capitalized terms used, but not defined, in this Bill of Sale shall have the meanings assigned to such terms in the Agreement.

The Cutoff Date for the Sale File was 01/14/2013. The aggregate Unpaid Balance of the Accounts as of the Cutoff Date was \$:

CAPITAL ONE BANK (USA), NATIONAL
ASSOCIATION

By: _____

Name: John H. Maurer

Title: Vice President

Data printed by Portfolio Recovery Associates, LLC from electronic records provided by CAPITAL ONE, N.A. pursuant to the sale of accounts from CAPITAL ONE, N.A. to Portfolio Recovery Associates, LLC

ACCTNUM	4687
NAME1	TOWNES, PIA N
NAME2	
ADDRESS1	1640 CRAWFORD DR
ADDRESS2	
CITY	CHARLOTTE
STATE	NC
ZIP	28216-3505
SSN	4270
HMPHONE1	0003935885
WKPHONE1	0000000000
HMPHONE2	
WKPHONE2	
LPA	196.00
LPD	20120504
OPENDATE	20060608
SSN2	
LPUCHS	5.40
LPUCHDT	20111226
BLK1	Z
BLKDATE	20121231
BLK2	I
USERCODE	LB
BALANCE	1866.90
CYCLE	26
LIABLE	
DEL AS OF	20121226
# DAYS DEL	180
DT 1ST DEL	20120626
PORTFOLIO	GM
ENTITY	7019
CH1 DOB	
CHG OFF	1354.65
STMTDATE	20121227
STMTBAL	1866.90
ORIG BANK	21100
Column 36	



AUTHENTICATING AFFIDAVITS

NORTH CAROLINA
WAKE COUNTY

AFFIDAVIT OF COUNSEL (HARTZELL)
AUTHENTICATING CASE FILES

J. Jerome Hartzell, Esq., being duly sworn, deposes and says:

1. I am an attorney licensed to practice law in North Carolina. I give this affidavit in the belief that it presents matters that are undisputed, as it solely concerns authentication of court files copied at Clerks of Courts' offices in North Carolina.

2. All of the files described below were copied to electronic files using a Fujitsu Scansnap IX-500 portable document scanner. In each case, I scanned the complete file as of the date of copying.

3. On February 2, 2016, I visited the office of the Clerk of Court for Guilford County where I retrieve and scanned the contents of *Portfolio Recovery Associates, LLC v. Vilayuan Sayaphet-Tyler*, 15-CVD-9301.

4. On February 9, 2016, I visited the office of the Durham County Clerk of Court where I retrieved and scanned the contents of the court file for *Portfolio Recovery Associates, LLC v. Carlton Miller*, 14-CVD-2019.

5. On February 11, 2016, I visited the office of the Mecklenburg County Clerk of Court where I retrieved and scanned the contents of the court files for *Portfolio Recovery Associates, LLC v. Rhonda Hall*, 15-CVD-1907 and *Portfolio Recovery Associates, LLC v. Pia Townes*, 15-CVD-1909.

[Intentionally left blank]

6. On June 19, I visited the office of the Clerk of Court for Durham County where I

scanned the contents of *Portfolio Recovery Associates, LLC v. Carlton Miller*, 14-CVD-2019 and

Portfolio Recovery Associates, LLC v. Iris Pounds, 15-CVD-4120.

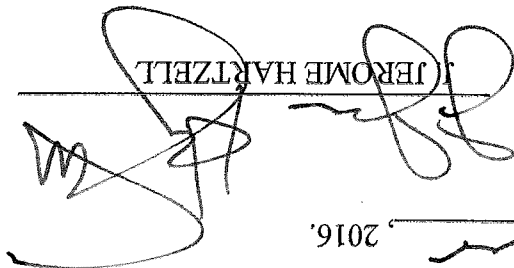
7. The files for the cases listed above that are included in the Exhibits in Support of

Plaintiffs' Motion for Class Certification are true, accurate, and complete copies of the files as

maintained by the Clerks of Court for the foregoing counties, as of the dates set out above.

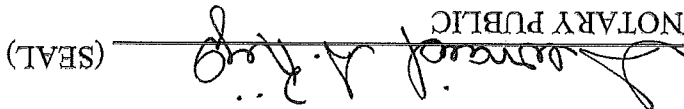
FURTHER AFFIANT SAYETH NAUGHT.

This the 3rd day of November, 2016.


JEROME HARTZELL

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Subscribed and sworn to (or affirmed) before me,
this the 3rd day of November, 2016.


NOTARY PUBLIC (SEAL)

My Commission Expires: 7.17.21.



NORTH CAROLINA
WAKE COUNTY

AFFIDAVIT OF COUNSEL (PIKLER)
AUTHENTICATING CASE FILES

Jason Pikler, Esq., being duly sworn, deposes and say:

1. I am an attorney licensed to practice law in North Carolina. I give this affidavit in the belief that it presents matters that are undisputed, as it concerns solely the contents of court files

copied at the Guilford County Clerks of Courts office in North Carolina.

2. All of the files described below were copied to electronic files using a Fujitsu

Scansnap iX-500 portable document scanner. In each case, I scanned the complete file as of the

date of copying.

3. On September 16, 2016, I visited the office of the Guilford County Clerk of Court

where I retrieved and scanned the contents of the court file for *Portfolio Recovery Associates,*

LLC v. Sayaphet-Tyler, 15-CVD-5238.

4. I saved the contents of the scanned court file in pdf. format onto a computer provided

to me by the North Carolina Justice Center.

5. The files for the case listed above that is included in the Exhibits in Support of

Plaintiffs' Motion for Class Certification are true, accurate, and complete copies of the files as

maintained by the Clerks of Court for the foregoing counties, as of the dates set out above.

[Intentionally left blank]

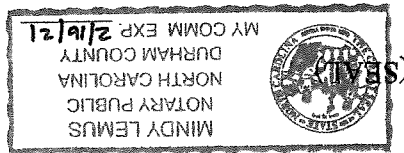
FURTHER AFFIANT SAYETH NAUGHT

This the 3rd day of November, 2016.

Jason Piekler
JASON PIEKLER

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Subscribed and sworn to (or affirmed) before me,
this the 3rd day of November, 2016.



My Commission Expires: 2/16/2021.

Mindy Lemus
NOTARY PUBLIC